

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	Cabinet Office on behalf of Government People Group (GPG) acting as part of the Crown (the Buyer). Its offices are on: 1 Horse Guards Road, Westminster, London, SW1A 2HQ
2. Supplier	<p>Name: KPMG LLP</p> <p>Address: 15 Canada Square, London, E14 5GL</p> <p>Registration number: OC301540</p> <p>SID4GOV ID: 423916167</p>
3. Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being learning and development and service integrations services - see Schedule 2 (Specification) for full details.
4. Contract reference	N/A
5. Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6. Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 and Schedule 38 (Collaboration Agreements) for further details.</p>
7. Financial Transparency Objectives	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
8. Start Date	1 st August 2024
9. Expiry Date	31 st October 2025

10	Extension Period	Not applicable
11	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) (c) Schedule 16 (Security) (d) Core Terms (e) Schedule 36 (Intellectual Property Rights) (f) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> i. Schedule 1 (Definitions) ii. Schedule 2 (Specification) iii. Schedule 3 (Charges) iv. Schedule 5 (Commercially Sensitive Information) v. Schedule 6 (Transparency Report) vi. Schedule 7 (Staff Transfer) vii. Schedule 8 (Implementation Plan & Testing) – Intentionally Not Used viii. Schedule 9 (Installation Works) – Intentionally Not Used ix. Schedule 10 (Service Levels) x. Schedule 11 (Continuous Improvement) xi. Schedule 12 (Benchmarking) – Intentionally Not Used xii. Schedule 13 (Contract Management) xiii. Schedule 14 (Business Continuity and Disaster Recovery) xiv. Schedule 15 (Minimum Standards of Reliability) xv. Schedule 17 (Service Recipients) – Intentionally Not Used

		<ul style="list-style-type: none"> xvi. Schedule 18 (Supply Chain Visibility) xvii. Schedule 19 (Cyber Essentials Scheme) xviii. Schedule 20 (Processing Data) xix. Schedule 21 (Variation Form) xx. Schedule 22 (Insurance Requirements) xxi. Schedule 23 (Guarantee) – Intentionally Not Used xxii. Schedule 24 (Financial Difficulties) xxiii. Schedule 25 (Rectification Plan) xxiv. Schedule 26 (Sustainability) xxv. Schedule 27 (Key Subcontractors) xxvi. Schedule 28 (ICT Services) xxvii. Schedule 28A (Agile Development Additional Terms) – Intentionally Not Used xxviii. Schedule 29 (Key Supplier Staff) xxix. Schedule 30 (Exit Management) xxx. Schedule 31 (Buyer Specific Terms) (applicable only when providing Services to MOD) xxxi. Schedule 32 (Background Checks) xxxii. Schedule 33 (Scottish Law) – Intentionally Not Used xxxiii. Schedule 34 (Northern Ireland Law) – Intentionally Not Used xxxiv. Schedule 35 (Lease Terms) – Intentionally Not Used xxxv. Schedule 37 (Corporate Resolution Planning Information) xxxvi. Schedule 38 (Collaboration Agreements) xxxvii. Schedule 39 (Corporate Social Responsibility) <p>(g) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
13. Special Terms and		<p>Special Term 1 –</p> <p>The following amends are made to the respective Clauses in the Core terms.</p>

	Service Additions	<p>14.5.2(b) of the Core Terms for the Buyer's Contract is amended to read:</p> <p>"14.5.2 Without prejudice to:</p> <p>a) 14.5.1(c) (including any payments which may be due from the Buyer for Services and Deliverables provided up until the date of termination); and</p> <p>b) any payment obligations for Termination Assistance agreed by the Parties and to be delivered after the date of termination, the Buyer's payment obligations under the terminated Contract stop immediately"</p> <hr/> <p>Special Term 2 –</p> <p>19.3 of the Core Terms is amended to read:</p> <p>"19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. In circumstances where the Services or matters related to the Services are exceptionally sensitive, the Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request in relation to those specific Services."</p> <hr/> <p>Special Term 3 –</p> <p>[Redacted]</p>
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		Special Term 4 – [Redacted]
		<p>Special Term 5 –</p> <p>Clause 14.6.1 of the Core Terms of the Buyer's Contract shall be replaced with:</p> <p>14.6.1 Subject to Clause 14.6.3, the Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Contract in the event that the Buyer has failed to pay undisputed invoiced sums due and which amount to 10% of the Estimated Yearly Charges in each Contract Year, within 30 calendar days of receipt of a notice from the Supplier specifying that such Charges are overdue, such notice to set out full details of the unpaid invoices in a single report, including (without limitation):</p> <ul style="list-style-type: none">a) Purchase Order;b) originating End User/Department;c) Services provided and dates;

	<p>d) Invoice details;</p> <p>e) Dates and Amounts paid and due;</p> <p>f) Any known reasons/explanations for non-payment;</p> <p>g) Attempts made to recover the sums from the End User/department; and</p> <p>h) any other information which may be reasonably requested by the Buyer.</p> <p>14.6.3 The Supplier shall not be entitled to terminate under Clause 14.6.1 unless the Supplier can demonstrate (in respect of all unpaid amounts which contribute to the 10% aggregate total);</p> <p>a) it has in place an effective system to monitor and record invoices and payments for Services delivered under this Contract and has used this process in relation to the unpaid amount;</p> <p>b) It has used reasonable endeavours to resolve the non-payment issue directly with the defaulting End User/Department;</p> <p>c) non-payment has not been caused in whole or in part by the Supplier or a Supplier Provider, or another event beyond the reasonable control of the End User/department or Buyer;</p> <p>d) full details of the unpaid amount has been provided by the Supplier to the Buyer in at least 3 separate reports and at least 30 days before the Supplier issues a Reminder Notice under 14.6.1;</p> <p>e) a payment has been outstanding for at least 90 days;</p> <p>f) the Buyer has been given sufficient time before the Reminder Notice is issued to resolve the matter with the End User/department and Supplier.</p>
	<p>Special Term 6 –</p> <p>Covid Secure Environments: Non-Government Estate Delivery and Government Estate Delivery</p> <p>At such a time the Client advises the Contractor that it is safe to deliver face to face learning in line with UK Government (and/or devolved nations) Covid-19 guidance the provisions set out below shall apply to such face to face learning.</p> <p>For the delivery of Face to Face Learning on either Government estate or Non-Government estate all parties must adhere to the:</p> <ul style="list-style-type: none"> • Health and Safety at Work Act 1974 legislation as a minimum standard. • UK Government (and/or devolved nations) Covid-19 guidelines in place at the time of delivery of the learning. These guidelines are laid down in the Health & Safety Executive (HSE) advice as per the following - Continuing to keep workplaces safe

	<p>from coronavirus (COVID-19). Please refer to https://hse.gov.uk for current guidance.</p> <ul style="list-style-type: none">• For delivery specifically on Government estate only, the relevant Buyer government departments must follow the relevant Buyer department's Covid-19 policy/guidance requirements (if these differ from standard HSE guidance set out above); and• ensure that the Contractor is provided with reasonable advance written notice of the Buyer department's Covid-19 policy/guidance requirements when these differ from HSE guidance stated above. It is the Buyer's responsibility to ensure the safety of individuals when travelling and attending face to face learning in line with the guidance laid above. <p>The Contractor may need to adapt the contents of learning when delivering face to face depending on UK Government (and/or devolved nations) Covid-19 guidelines in place at the time. For example, it may not be permitted or appropriate to use props as part of group activities.</p>
	<p>Special Term 7 –</p> <p>[Redacted]</p>

		Special Term 8 – [Redacted]

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		<p>Special Term 9 –</p> <p>Bulk Purchase Orders with Advance Payments</p> <p>The Supplier shall not accept any bulk purchase orders with advanced payment for services. Bulk Purchase orders are defined as Purchase Orders that are invoiced in advance of selecting the products due to be delivered.</p> <p>Payments in advance shall be exceptional and buyers will be required to demonstrate good value for money for the Exchequer and have approval from their Finance team and Treasury approval prior to the Supplier accepting the bulk PO. The Client reserves the right to audit such information. GSCU to communicate this to the Learning Frameworks subscribers.</p> <p>The Supplier shall return any unspent balance to buyers of bulk purchase orders from payments made in advance at the end of the six (6) months validity of the purchase order, the end of the contract or at the end of the financial year whichever occurs earlier.</p> <p>The Supplier agrees to monitor and track bulk purchase orders with advanced payments and to report this monthly distributing this to the person raising the PO, the relevant buyers SPoC (single point of contact) and the Client.</p>
		<p>Special Term 10</p> <p>Clause 4.5 of the Core Terms shall be amended to read:</p> <p>4.5 the Buyer may retain or set-off payment of any amount owed to it by the supplier if notice and reasons are given.</p>

	<p>Clause 9.1.5 of the core terms is amended to read:</p> <p>9.1.5 except for such Crown IPR as is required for the Supplier to deliver Lot 3 which is licensed by the Buyer to the Supplier for the purposes of providing the Services, all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;</p> <p>Clause 14.2 of the Core Terms shall be amended to read:</p> <p>14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier not less than 1 month's written notice before this Contract expires as described in the Award Form.</p> <p>Clause 14.5.1 of the Core Terms shall be amended to read:</p> <p>14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:</p> <p>The entirety of Clause 28.5 of the core terms is not applicable to this contract.</p>
	<p>Special Term 11</p> <p>[Redacted]</p>

14	Buyer's Environmental Policy	Cabinet Office Environmental Policy Statement, updated 7 June 2022 available online at: https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement/cabinet-office-environmental-policy-statement
15	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)
16	Buyer's Security Requirements and Security and ICT Policy	As set out in Schedule 16 (Security).
17	Charges	Details in Schedule 3 (Charges)
18	Estimated Year 1 Charges	£90,000,000
	Total Contract Value	£186,000,000 (the value includes the 12-month Termination Assistance Period if it is utilised)
19	Reimbursable expenses	None
20	Payment method	See section Schedule 2 (Specification) Section 6.7 – Invoicing and Payment Requirements
21	Service Levels	Service Credits will accrue in accordance with Schedule 10 (Service Levels) [Redacted]

22	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is unlimited.</p>
23	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
24	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every month.</p> <p>The Supplier shall provide the Buyer with Progress Reports every month within 10 working days of previous month end.</p>
25	Guarantor	Not applicable
26	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is 24 months; and the Supplier shall update the Virtual Library every month.
27	Supplier's Contract Manager	[Redacted]
28	Supplier Authorised Representative	[Redacted]
29	Supplier Compliance Officer	Not Used
30	Supplier Data Protection Officer	[Redacted]

31	Supplier Marketing Contact	[Redacted]
32	Key Subcontractors	See Schedule 27 (Key Subcontractors)
33	Buyer Authorised Representative	[Redacted]

For and on behalf of the Supplier:		For and on behalf of the Buyer: acting as part of the Crown:	
Signature:		Signature:	
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	24 July 2024	Date:	26/07/2024

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1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets, and it has it has advised the Buyer in writing of:
 - 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks.

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- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender Response and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.9 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.12 The Buyer will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of this Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

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- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,

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- 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer

may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of this Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or

- (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
- (c) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (d) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- (e) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.3 When Sub-Contracts can be ended

- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

- 8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

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- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
 - 9.1.2 this Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
 - 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Effective Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.

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- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.

12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:

13.1.1 whether it will be taking action itself or with the assistance of a third party;

13.1.2 what Required Action the Buyer will take during the Step-In Process;

13.1.3 when the Required Action will begin and how long it will continue for;

13.1.4 whether the Buyer will require access to the Sites; and

13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.

13.2 For as long as the Required Action is taking place:

13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;

13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and

13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.

13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.

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- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.

14.4 When the Buyer can end this Contract

- 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:
 - (a) there's a Supplier Insolvency Event;
 - (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
 - (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
 - (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
 - (e) there's any Material Default of this Contract;
 - (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
 - (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);

- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.
- (c) Accumulated rights of the Parties are not affected.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

- (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
- (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and/or

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

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.

15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.

15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.

15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

15.8.1 Deductions; and

15.8.2 any items specified in Clause 15.4.

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- 15.9 If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
- 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection and security

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.
- 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

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- 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and
 - 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

- 19.1 Each Party must:
 - 19.1.1 keep all Confidential Information it receives confidential and secure;
 - 19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and
 - 19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

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- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure;
 - 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses 4.6 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement

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or arrangement including terms as strict as those required in Clause 19.

- 19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

The provisions incorporated into this Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in this Contract

- 23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").

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- 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
 - 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot sub-contract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the

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Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

- 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 27.2.3 the proposed Subcontractor employs unfit persons.
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.7.1 their name;
 - 27.7.2 the scope of their appointment;
 - 27.7.3 the duration of their appointment; and
 - 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and

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- 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.

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- 30.2 At the Indemnifier's cost the Beneficiary must both:
 - 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within twenty (20) Working Days of the Effective Date of this Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause

31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:

31.3.1 been investigated or prosecuted for an alleged Prohibited Act;

31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and

31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.

31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and

31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.

31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

31.6.1 Prohibited Act;

31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

31.6.3 action it has decided to take.

32. Equality, diversity and human rights

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
 - 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

- 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
 - 35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

37. Reporting a breach of the contract

- 37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:
 - 37.1.1 breach of Law;

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37.1.2 Default of Clause 16.1; and

37.1.3 Default of Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.

39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and

39.3.3 grant any other provisional or protective relief.

39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

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This Contract and any issues or Disputes arising out of, or connected to it, are governed by English law.

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
 - 1.3.1 reference to a gender includes the other gender and the neuter;
 - 1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);
 - 1.3.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.6 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;
 - 1.3.7 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.8 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

- 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.10 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; and
- 1.3.11 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

1.4 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	1. in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	0. insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	0. means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	0. the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	0. 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;
"Annex"	0. extra information which supports a Schedule;
"Approval"	0. the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	0. the Relevant Authority's right to: . verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract

	<p>(including proposed or actual variations to them in accordance with the Contract);</p> <p>a. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</p> <p>b. verify the Open Book Data;</p> <p>c. verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>d. identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>e. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>f. obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>g. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>h. carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>i. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>j. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>. the Buyer's internal and external auditors;</p> <p>a. the Buyer's statutory or regulatory auditors;</p> <p>b. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>c. HM Treasury or the Cabinet Office;</p>

	<p>d. any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>e. successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	0. any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	0. the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	0. a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	0. the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	0. the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	0. the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	0. premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	0. the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	0. the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	0. the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	0. the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	0. the Initial Period of a Call-Off Contract specified in the Order Form;

"Call-Off Optional Extension Period"	0. such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	0. the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	0. any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	0. the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	0. the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	0. the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	0. the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	0. 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: <ul style="list-style-type: none"> . Government Department; a. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); b. Non-Ministerial Department; or c. Executive Agency;
"Change in Law"	0. any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	0. a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	0. any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

"Closed Course"	0. a course that is booked by a department, function or profession for a specific group of people. The full cost of the course is met by the department/function or profession.
"Commercially Sensitive Information"	0. the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	0. the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	0. the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	0. means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	0. a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	0. either the Framework Contract or the Call-Off Contract, as the context requires;
"Contracts Finder"	0. the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	0. the term of either a Framework Contract or Call-Off Contract from the earlier of the: <ul style="list-style-type: none"> . applicable Start Date; or a. the Effective Date until the applicable End Date;
"Contract Value"	0. the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	0. a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	0. control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;

"Controller"	0. has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>0. the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> . the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> .base salary paid to the Supplier Staff; i.employer's National Insurance contributions; ii.pension contributions; iii.car allowances; iv.any other contractual employment benefits; v.staff training; vi.work place accommodation; vii.work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and viii. reasonable recruitment costs, as agreed with the Buyer; a.costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; b.operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and c. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <p>0. but excluding:</p> <ul style="list-style-type: none"> . Overhead; a.financing or similar costs; b.maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided

	<p>beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>c. taxation;</p> <p>d. fines and penalties;</p> <p>e. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>f. non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	0. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	0. the Contract Rights of Third Parties Act 1999;
"CSHR"	0. the Minister for the Cabinet Office as represented by Civil Service Human Resource, which is a department of the Cabinet Office, a buyer for civil service departments, professions and functions, whose offices are located at 151 Buckingham Palace Road, London, SW1W 9SZ, United Kingdom.
"Data Protection Impact Assessment"	0. an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	0. (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	0. has the meaning given to it in the GDPR;
"Data Subject"	0. has the meaning given to it in the GDPR;
"Data Subject Access Request"	0. a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	0. all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	0. any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the

	subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	0. has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	0. the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	0. Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	0. delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	0. the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	0. the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	0. any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	0. the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>. would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p>

	<p>a. is required by the Supplier in order to provide the Deliverables; and/or</p> <p>b. has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	0. the date on which the final Party has signed the Contract;
"EIR"	0. the Environmental Information Regulations 2004;
"Employment Regulations"	0. the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>. the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>a. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	0. to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	<p>0. the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;</p> <p>0.</p>
"Estimated Yearly Charges"	<p>1. means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>2. i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>3.</p>

	<p>4. ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p> <p>0.</p>
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"Equality and Human Rights Commission"	0. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	0. any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	0. the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	0. the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>0. any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> . acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; a. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; b. acts of a Crown Body, local government or regulatory bodies; c. fire, flood or any disaster; or

	<p>d. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> . any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; i. any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and ii. any failure of delay caused by a lack of funds;
"Force Majeure Notice"	0. a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	0. the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	0. the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	0. the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	0. the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	0. the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	0. the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	0. such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	0. the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	0. any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;

"Framework Start Date"	0. the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	0. the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	0. the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	0. the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	. the legislation in Part 5 of the Finance Act 2013 and; and a. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	0. a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	0. goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	0. standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	0. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: .are supplied to the Supplier by or on behalf of the Authority; or

	i. the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	0. the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	0. the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	0. the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	0. Her Majesty's Revenue and Customs;
"ICT Policy"	0. the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	0. an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> . details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; a.details of the cost of implementing the proposed Variation; b.details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; c. a timetable for the implementation, together with any proposals for the testing of the Variation; and d.such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	0. the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;

"Indemnifier"	0. a Party from whom an indemnity is sought under this Contract;
"Independent Control"	0. where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	0. the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	0. has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	0. the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	0. the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>. in respect of a person:</p> <p>a. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>b. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>c. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>d. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>e. an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p>

	<p>f. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>g. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>h. where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	0. all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>a. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>b. all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	0. the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	0. any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>0. the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	0. the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the

	form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	0. where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	0. the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	0. each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>0. any Subcontractor:</p> <ul style="list-style-type: none"> . which is relied upon to deliver any work package within the Deliverables in their entirety; and/or a. which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or b. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	0. all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	0. any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	0. Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	0. all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation

	or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	0. 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	0. the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	0. the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	0. the management information specified in Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	0. shall be the person identified in the Framework Award Form;
"MI Default"	0. means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	0. means when an MI report: <ul style="list-style-type: none"> . contains any material errors or material omissions or a missing mandatory field; or a. is submitted using an incorrect MI reporting Template; or b. is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	0. means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	0. means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	0. an event or task described in the Implementation Plan;

"Milestone Date"	0. the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	0. a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	0. contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>a. IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>0. but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>0. where:</p> <p>. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>.a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>.the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>a. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data "	0. complete and accurate financial and non- financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the

	<p>Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> . the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; a. operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> .the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; i.manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; ii.a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iii.Reimbursable Expenses, if allowed under the Order Form; <ul style="list-style-type: none"> a. Overheads; b. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; c. the Supplier Profit achieved over the Framework Contract Period and on an annual basis; d. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; e. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and f. the actual Costs profile for each Service Period;
"Open Course"	<p>0. individuals can book onto a course and will pay for their place only. This would be on non-Government estate. The Supplier will calculate the minimum and maximum number of attendees to optimise value for money.</p>
"Order"	<p>0. means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>

"Order Form"	0. a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	0. the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	0. any actual or potential Buyer under the Framework Contract;
"Overhead"	0. those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	0. takes its natural meaning as interpreted by Law;
"Party"	0. in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	0. the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	0. has the meaning given to it in the GDPR;
"Personal Data Breach"	0. has the meaning given to it in the GDPR;
"Personnel"	0. all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	0. a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	0. has the meaning given to it in the GDPR;
"Processor"	0. has the meaning given to it in the GDPR;
"Processor Personnel"	0. all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of

	any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	0. a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	0. the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	0. a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	0. the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>.induce that person to perform improperly a relevant function or activity; or</p> <p>.reward that person for improper performance of a relevant function or activity;</p> <p>a. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>b. committing any offence:</p> <p>.under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>.under legislation or common law concerning fraudulent acts; or</p> <p>.defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>a. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	0. appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it

	including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 A (Security) for CSHR and Call off schedule 9 B – Security for all other contracts, if applicable, in the case of a Call-Off Contract.
"Recall"	0. a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	0. the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	0. the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: <ul style="list-style-type: none"> . full details of the Default that has occurred, including a root cause analysis; a. the actual or anticipated effect of the Default; and b. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	0. the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	0. the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	0. the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"> . travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and a. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

"Relevant Authority"	0. the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>a. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>0. information derived from any of the above;</p>
"Relevant Requirements"	0. all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	0. HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	0. a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	0. any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	0. a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	0. any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	0. a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;

"Required Insurances"	0. the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	0. the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	0. any attachment to a Framework Contract or Call- Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	0. the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 A (Security) for CSHR 0. Call off Schedule 9 B (Security) for all other contracts;
"Security Policy"	0. the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	0. means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	0. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	0. any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	0. has the meaning given to it in the Order Form;
"Services"	0. services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	0. any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	0. the date of a Service Transfer;

"Sites"	<p>0. any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none"> . the Deliverables are (or are to be) provided; or a. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	<p>0. an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;</p>
"Special Terms"	<p>0. any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;</p>
"Specific Change in Law"	<p>0. a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;</p>
"Specification"	<p>0. the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;</p>
"Standards"	<p>0. any:</p> <ul style="list-style-type: none"> . standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; a. standards detailed in the specification in Schedule 1 (Specification); b. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; c. relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	<p>0. in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;</p>
"Statement of Requirements"	<p>0. a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;</p>

"Storage Media"	0. the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	0. any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> . provides the Deliverables (or any part of them); a. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or b. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	0. any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	0. any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	0. the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	0. all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; <ul style="list-style-type: none"> a. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; b. Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> . Achieve a Milestone by its Milestone Date; a. provide the Goods and/or Services in accordance with the Service Levels ; and/or b. comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> . for the Testing of the Deliverables; and

	a. setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	0. the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value- driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurem

Schedule 1 (Definitions)

	ent-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

1. PURPOSE

- 1.1 The Cabinet Office is seeking to establish a Contract to support delivery of learning and development on behalf of the Minister for the Cabinet Office acting through the Government People Group (GPG, hereinafter referred to as “the Buyer”).
- 1.2 The Contract will be available for use by UK Central Government organisations who subscribe to the GPG Expert Service.

2. SCOPE

2.1 SI (SI), Cross-Civil Service Curriculum (XCS) and Off-the-Shelf Learning (OTS)

- 2.2 The provision of a SI who will act as the first point of contact for GPG customers (from the individual learner to departmental, profession and function leads) and the design and delivery of a curriculum contextualised for the Civil Service. The XCS will be commissioned by GPG and designed in conjunction with departmental, profession and function leads to ensure that the learning meets the common needs across the Civil Service. OTS Learning covers the provision of a range of off-the-shelf learning products and associated supply chain including qualifications or standardised learning where the need for Civil Service customisation is minimal.
- 2.3 Detailed requirements pertaining to the services are outlined in Appendices 1, 2 and 3 and annexes D, E, F and G. The SI scope covers the services in this contract and also the **call-off contract awarded under framework RM6145 (Ref CCZP20A03 – Lot 6). Hereinafter referred to as the “Contracts”**.

3. Background to requirement/overview of requirement and the role of Government People Group (GPG)

- 3.1 GPG’s role is to lead on people-related matters in the Civil Service. Its objectives include: providing a more central, consistent learning offer, reducing duplication in the way Civil Service departments provide learning and thereby reduce spending on learning and development across government. Annex A provides more information about the Civil Service, the role and requirements of GPG.
- 3.2 The Buyer intends to establish a centralised Contract, which can be accessed by the Civil Service departments, Functions and Professions that it represents. .
- 3.3 It is envisaged that this Contract shall be the main route for the departments, Functions and Professions’ learning requirements that fall within the scope of this specification.
- 3.4 The purpose of the GPG is to equip the government with the skills, knowledge and networks needed to deliver now and in the future. GPG is set up to be experts in the delivery of learning and development, and the professions and functions will be the experts for the contents of curriculum areas
- 3.5 GPG works with leaders to get the right people in the right jobs, with the right skills to meet the challenges that they face. It is the GPG ambition to deliver effective HR services, while playing a transformative role in shaping the Civil Service workforce of the future. GPG aspires to be expert, forward looking and responsive in everything it does

- 3.6 The user journey shall be as streamlined as possible so the learner does not have to repeat their requirements and fully understands how the process will work. The Supplier will work in partnership with GPG to create shared user journeys across the service delivery and Civil Service systems to ensure that the learner experience is as simple and streamlined as possible. This will include, among other things, one route for enquiries but simple payment and transaction to minimise handoff between Suppliers. Where learner transactions have been passed to another Supplier, details should be tracked to ensure that any problems or complaints can be investigated.
- 3.7 To provide an excellent learner experience, we require Suppliers to work in partnership across the Contract and the parallel call-off CCXP20A03 – Lot 6 (“The Contracts”) to ensure a smooth learner journey and the best solution for the user.
- 3.8 Where it is unclear which Supplier is responsible for delivery and to avoid contention, GPG, through the relevant board, will make any final decisions about which of the Contracts would best meet quality requirements, users’ needs and offer value for money.
- 3.9 The Government has announced a Modernisation and Reform programme that will help the Civil Service evolve, learning from our experiences of Brexit and COVID-19, and preparing for the challenges and opportunities of the future.
- 3.10 To be successful now and in the future, the Civil Service needs to build on the specialisms across a range of functions and improve skills in the use and analysis of data, in harnessing technological developments, commercial and project delivery skills and a much greater emphasis on the development of deep area-specific knowledge. We will be more prescriptive about the skills and knowledge we need to develop: a properly resourced, high quality curriculum for core and specialised skills will help achieve this.
- 3.11 The Buyer’s role, as the lead on people-related matters in the Civil Service, is to support this reform through the improvement of the knowledge and skills of the workforce, in order to better deliver for citizens.
- 3.12 The requirements section outlines the learning and development requirements for the Civil Service that are provided as part of the Buyer’s learning expert service.
- 3.13 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Contract shall not restrict the Buyer from acquiring similar, equal or like goods and/or services from other entities or sources.
- 3.14 No guarantee is given by the Buyer in respect of the levels or aggregate value of the Services, which the Buyer shall require the Supplier to provide during the contract period. Any levels or aggregate values of Services referred to in the schedules are indicative only and shall not be binding on the Buyer.
- 3.14.1 Jointly developed design principles for areas outlined in sections 3.2 to 3.6 below were developed during the implementation stage of the project. These design principles were agreed in line with Operation Schedule 3 - Governance and reviewed quarterly during the first year and annually thereafter.
- 3.14.1.1 Admin and Booking
 - 3.14.1.2 Management Information & Data
 - 3.14.1.3 Cancellations
 - 3.14.1.4 Digital
 - 3.14.1.5 Invoicing and Payment
- 3.14.2 The Supplier and Buyer will look at ways to develop and improve processes in line with Schedule 11 Continuous Improvement, across the below sections. Any changes

will be agreed in line with Operation Schedule 3 - Governance and respective funding approvals.

- 3.14.3 The operational schedules below have been developed and the versions included in Annex 2 will apply at the time of the development of this specification document. These will continue to be updated throughout the delivery period as required.

- 3.14.3.1 Operational Schedule 1 - Learning Operating Model
- 3.14.3.2 Operational Schedule 2 - Management Information/Data requirements
- 3.14.3.3 Operational Schedule 3 - Governance
- 3.14.3.4 Operational Schedule 4 - Service Level Agreement Specification Document
- 3.14.3.5 Operational Schedule 6 – IP Management Process
- 3.14.3.6 Operational Schedule 7 – ICT Systems

- 3.14.4 Any changes to the Operational Schedules will be subject to the relevant governance as described in Operational Schedule 3 - Governance. For clarity, as they are operational schedules, operational change control will apply rather than contractual change control.

- 3.14.5 The Buyer and Supplier will work in accordance with the Learning Operating Model (LOM) as stipulated in Schedule 38 – Collaboration Agreement.

4. REQUIREMENTS

4.1 Mandatory Requirements

- 4.2 The Supplier shall fulfil the mandatory requirements in their entirety in order to meet the service delivery requirements of this Contract. All mandatory requirements are required to commence immediately on commencement of delivery under the Contract.

4.3 Service Delivery and Collaboration

- 4.3.1 The Supplier shall work collaboratively with the Buyer, the Supply Chain and Suppliers across the Contracts in accordance with Schedule 38 - Collaboration Agreement.
- 4.3.2 The Supplier shall work with partners in the GPG delivery model, including the Buyer, departments, Functions, Professions and other suppliers within and across the Contracts to develop a collaborative culture so as to ensure delivery of the best solutions to meet business and user needs.
- 4.3.3 The Supplier shall ensure regular co-ordination of communications with the Buyer and their partners. This shall include but not limited to:
- holding and attending workshops
 - discussing the collaborative approach expected and the roles expected of the suppliers on the Contracts
 - identifying key dependencies
 - understanding their individual service scope and identifying service gaps
 - resolving confidentiality issues
- 4.3.4 The Supplier shall work in partnership with GPG, its supply chain and in collaboration with other Suppliers across the Contracts to ensure compliance with standard

approaches for management information, bookings, evaluations, and communications ensuring integration of information, processes and systems.

4.3.5 The Supplier shall adhere to the core requirements of service delivery to provide the best level of service required to meet Civil Service learning and development needs and achieve the Civil Service vision, which include but are not limited to:

- 4.3.5.1 Undertaking all reasonable endeavours to represent the Civil Service in the best possible light, reflecting its culture and behaviours.
- 4.3.5.2 Working collaboratively across the Contracts to provide a single access route to answer learner enquiries.
- 4.3.5.3 Using the Civil Service digital platforms for the purposes specified and complying with the digital commissioning process and digital requirements mandated by Civil Service.
- 4.3.5.4 Complying with Civil Service requirements regarding the provision and management of data, being accountable to Cabinet Office for any data being gathered, managed and/or retained by the Supplier. Using and retaining data for the purposes specified and mandated by Cabinet Office and in accordance with GDPR. (see Schedule 20 (Processing Data)). Complying with any emerging decisions made by the GPG Boards regarding the management, retention and security of Civil Service data as set out in Schedule 19 (Security).
- 4.3.5.5 Investing in the high-level infrastructure to effectively plan and mobilise resources to deliver the scale and breadth of Buyer customer requirements and respond to fluctuations in demand.
- 4.3.5.6 Ensuring the capacity to scale up and scale down dependent on need and seasonality and maintaining flexibility in the supply chain to on/off board suppliers and scale up/ scale down as appropriate throughout the life cycle of the Contract.
- 4.3.5.7 Collaborating in a common approach to promotion, delivery and effective evaluation of the offer.
- 4.3.5.8 Ensuring effective use of innovation and technology in the managed service market to streamline processes and simplify the process.
- 4.3.5.9 Providing a phased approach to transitioning products and services from incumbent suppliers, ensuring continuity in service and a scale up approach to service delivery through the transition period and beyond.
- 4.3.5.10 Collaborating in a consistent approach to management information reporting, collating data for all in their supply chain to ensure accurate reporting so that each department, profession and function can view their data.
- 4.3.5.11 Supporting a shared approach to marketing and communications across the Civil Service and through the service integrator that supports delivering core Buyer messages and strategies on a regular basis as agreed with GPG. Actively engaging in support of Buyer governance and processes to continuously improve learning quality and value for money.
- 4.3.5.12 Managing processes and systems to ensure that learners' needs are at their heart, consistently improving and transforming service delivery where appropriate to enhance the learner journey.
- 4.3.5.13 Delivering services via a central Civil Service learning website, where applicable, to provide one interface for users.
- 4.3.5.14 The provision of venues using government estate wherever possible, or commercial estates/venues which offer value for money where this is not possible.

4.4 Service Management

- 4.4.1 The Supplier shall comply with Schedule 13 (Contract Management).
- 4.4.2 Whilst the Buyer recognises and accepts that the use of approved third parties may be involved in the delivery of the requirements, the Supplier shall manage, control and maintain all Buyer facing activity.
- 4.4.3 The Supplier shall ensure they have access to a sufficient number of appropriately qualified and experienced staff to ensure that they can fulfil the requirements under the Contract.
- 4.4.4 The Supplier shall provide the Buyer with a named Service Delivery Director, by email, within 5 working days of signing the Contract. The nominated Service Delivery Director shall have a minimum of two years' relevant industry experience and the skills and credibility to engage at senior leadership level.
- 4.4.5 The Service Delivery Director shall be accountable for the Buyer transition and implementation requirements and appointing the appropriate leads following the award of the Contract and prior to the start and throughout the duration of the Contract. The Service Delivery Director shall be an escalation point.
- 4.4.6 The Service Delivery Director shall provide a written recommendation report every quarter, which includes details of changes, improvements, risks, issues, complaints, concerns and identified future opportunities in relation to the Services.
- 4.4.7 The Supplier shall provide the Buyer with a named Service Delivery Manager, by e-mail, within 5 working days of signing the Contract. The Service Delivery Manager shall have a minimum of two years' relevant industry experience and shall have the necessary skills and Buyer to be responsible for day-to-day delivery of the Service.
- 4.4.8 Where service or performance by the Supplier falls below the required level then the Service Delivery Manager shall ensure appropriate extra resources are committed promptly at no extra cost to the Buyer.
- 4.4.9 The Service Delivery Manager shall, at the Supplier's cost, attend strategic performance review meetings with the Buyer. The frequency of these meetings shall be monthly unless the Buyer states otherwise.
- 4.4.10 The Buyer will individually notify the Supplier within 5 working days of Contract signature their nominated representatives to be the primary contacts for both the Service Delivery Director and the Service Delivery Manager.
- 4.4.11 The Supplier shall provide the Buyer with a named Customer Relationship Manager with a minimum of two years' relevant industry experience.
- 4.4.12 The Customer Relationship Manager shall hold monthly operational service management review meetings with the Buyer as agreed at the implementation stage.

4.5 Supply Chain Development and Management

- 4.5.1 The Supplier shall comply with Schedule 27 (Key Subcontractors) and Schedule 18 (Supply Chain Visibility) requirements.
- 4.5.2 Small and Medium Sized Enterprises (SMEs) will have a significant role to play in the delivery of this requirement, based on the fact that the majority of training suppliers fall into the SME sector. The Buyer's aspiration is to source at least 51% of the total Contract value, excluding the service charges, through SMEs either directly or indirectly through the supply chain.
- 4.5.3 The Supplier shall deliver against the SME target, to source $\geq 51\%$ of total value, excluding service charge, through SMEs either directly or indirectly through the supply chain through:
 - 4.5.3.1 Proactively encouraging SMEs to become part of the supply chain.

- 4.5.3.2 Adopting SME-friendly sourcing activities to ensure participation from the SME market.
 - 4.5.3.3 Employing multiple channels of communication to alert SMEs to supply chain opportunities.
- 4.5.4 The Supplier shall proactively create and effectively manage a competitive, agile, dynamic and diverse supply chain relevant to the delivery of Civil Service requirements, whilst ensuring sustained value for money.
- 4.5.5 The Supplier shall manage the off boarding and on boarding of supply chain members across the provision in a way that allows for a flexible approach, enabling supply chain members to on board/ off board throughout the duration of the Contract dependent on demand.
- 4.5.6 The Supplier shall conduct appropriate horizon scanning to better understand the learning and development market and landscape, consistently identifying leading subject matter experts or specialist suppliers that may be beneficial to partner with, proactively initiating conversations in partnership with the Buyer to explore future opportunities for partnership.
- 4.5.7 The Supplier shall provide consistent market intelligence information and reporting that details the latest thinking and wider offer in the learning and development external market in line with relevant horizon scanning.
- 4.5.8 The Supplier shall ensure that early risk identification measures are in place to identify supply chain risks and monitor dependencies to avoid breaks in continuity of supply during delivery period.
- 4.5.9 The Supplier shall proactively seek to ensure quality and operational efficiencies within the supply chain to ensure continuous improvement in the delivery of the Services as set out in the Contract.
- 4.5.10 The Supplier shall establish, formalise, develop and manage the relationship and contractual arrangements with its supply chain in accordance with good industry practice and is complementary to the relationships and contractual arrangements required under the Contract. This shall include but not limited to:
 - Managing supply chain performance in a consistent way to ensure high quality delivery and issues of poor performance are managed swiftly and in line with process.
 - Ensuring prompt payment of their supply chain, holding them to account for ensuring payments are effectively and efficiently processed for onward transmission to customers.
- 4.5.11 The Supplier shall maintain a flexible route to market to enable easy access for the Buyer to access the right level of expertise and specialist Subcontractors for their exact requirements.
- 4.5.12 The Supplier shall exercise due skill and care in the selection and appointment of any Subcontractor and ensure that they have the technical and professional resource and experience to unreservedly deliver in full all the relevant requirements set out in this Contract.
- 4.5.13 The Supplier shall agree the appointment of additional Subcontractors throughout the duration of the Contract with the Buyer, in accordance with the Contract terms and conditions. The Supplier remains responsible for the quality or the delivery of subcontractors in accordance with the terms of the Contract.
- 4.5.14 The Supplier shall ensure that the decision as to which Subcontractors will be used to best meet the Buyer's learning and business objectives will be taken in conjunction with the Buyer, based on evidence provided on suitability.

- 4.5.15 The Supplier shall ensure the co-ordination of all outputs provided by its supply chain in the delivery of the Services, and shall effectively manage all interface risks to provide a seamless service in accordance with Buyer requirements.
- 4.5.16 The Supplier shall have in place effective mitigating strategies to safeguard service level provision and ensure that risks on sensitive projects with time sensitive milestones, which are outlined in the Contract are minimised.
- 4.5.17 To enable the Cabinet Office to satisfy itself that it is receiving the very best provision available and to enable scrutiny, the Supplier shall make any future Subcontractor contract awards transparent in a suitable format to be agreed with the Buyer such as Contracts Finder, the Buyer's and/or the Supplier's website.

4.6 Digital Learning Service and Technology Requirements

- 4.6.1 The Supplier shall meet the requirements for working with the Cabinet Office digital learning platform, and develop learning that meets relevant accessibility and technical standards as set out in Annex E. The supplier shall be proficient in the use of the platform, and shall provide first line technical support for users.
- 4.6.2 The Supplier shall fulfil all aspects of the cross-Government learning platform and standards as set out in Annex E and will be required to comply with the future digital specifications that will be defined by the relevant board and as wider learning services are developed.
- 4.6.3 The Supplier shall blend digital learning with face to face and workplace learning to provide a seamless and accessible learner experience. The digital learning must be so good that it challenges existing prejudices about the limitations of digital learning and greatly improves its reputation across the Civil Service.
- 4.6.4 The Supplier shall work alongside the relevant other partners (this includes digital services, any existing supplier or another supplier who may be providing another part of blended programmes required), to help ensure maximum synergy, particularly in blended designs.
- 4.6.5 The Supplier shall ensure, where relevant, transparent costings are incorporated in the delegate prices.
- 4.6.6 The Supplier shall ensure where curated digital materials have been used, that copyright rules have been followed and Web Content Accessibility Guidelines (WCAG) accessibility standards applied to a minimum AA compliance. For example, YouTube videos must have subtitles and transcripts.
- 4.6.7 The Supplier shall ensure that scope for each digital learning asset will take account of meeting WCAG and Government digital requirements.
- 4.6.8 The Supplier shall work with GPG to ensure that the digital learning offering is modern, engaging and provides accurate data. The Civil Service learning website will host the digital learning and management information will be collated via the platform.
- 4.6.9 The Supplier shall consult the GPG digital team as part of the proposal stage to ensure that any new technology solutions have relevant technical approvals and are compatible with the Civil Service learning website for Government.
- 4.6.10 The Supplier shall note that GPG will often develop their own digital solutions and reserves the right to buy digital services and learning through alternative channels.

4.7 Digital Requirements

- 4.7.1 The Civil Service Learning (CSL) Website is one of the core components of the digital landscape for learning. The parties agree that additional features over and above

those currently offered through the learning platform may be required in order to fully meet the end to end vision of the Buyer and deliver the user and learning experience.

- 4.7.2 Learning offers will be advertised for the end user and signposted to services via the CSL website, unless it is agreed in line with Operational Schedule 3 - Governance that this is not appropriate.
- 4.7.3 Bookings for the open schedule will be via the CSL website. The Supplier will work with the Buyer to provide the necessary infrastructure to provide for public, closed, and programmes bookings.
- 4.7.4 The Parties recognise that the Buyer will require the Supplier to provide for the financial implications of this and propose suitable options for mitigating the impact on the successful management of the Learning Operating Model (LOM) and the Service Integrator obligations.
- 4.7.5 The Supplier shall be granted access to the CSL website, to upload content in line with the relevant SLAs and agreed design principles. Access is conditional on the basis that the Supplier follows security and data requirements as well as all publishing standards stipulated by the Buyer in this contract, and as agreed through the Governance referred to in Operational Schedule 3.
- 4.7.6 The Supplier will develop material in line with the learning scope and according to the stipulated technical specifications, accessibility and inclusion standards outlined in the Learning Operating Model. The Supplier must evidence that these have been met, by employing the agreed wireframe templates before publishing materials to the website. The Supplier will review all digital content created on an annual basis to provide comfort that the standards have been followed.
- 4.7.7 The Buyer will not be responsible for any loss or liabilities incurred, where access is removed, as a result of these standards not being followed.
- 4.7.8 The Service Integrator will provide first line support and adhere to the standards as specified in Operational Schedule 1 - Learning Operating Model (e.g. digital triage standards).
- 4.7.9 If the Supplier is asked to either create or make changes to a service which impacts the CSL website or the wider Buyer infrastructure in response to a request from a department, function or profession, this will be considered through the Learning Operating Model Board and Working Group, and in line with Operational Schedule 3 - Governance.
- 4.7.10 The Supplier will adhere to the relevant processes and governance for any content / digital releases or enhancements in line with Operational Schedule 3 - Governance.
- 4.7.11 The Buyer will provide a monthly release schedule of planned outages and major releases to inform the Supplier in terms of planning, testing and the subsequent release of digital products. In order to fix operational issues, unplanned changes may be required therefore the schedule may be subject to unforeseen and last minute amendments. Any changes to the agreed schedule will be communicated by the agreed means.
- 4.7.12 Any proposed amendments to content or platform must have agreed funding in place, be clearly documented and/or recorded, and signed off by the relevant Buyer's governance body.
- 4.7.13 The Buyer may require additional digital infrastructure from the Service Integrator to support the delivery of the Deliverables alongside the learning platform, and, where this is the case, the parties agree to work together to agree a variation of this Contract pursuant to the variation procedure.

4.8 Assessment Tools

- 4.8.1 The Supplier shall be able to support a range of feedback tools including but not limited to 360° feedback tool, psychometrics, ability and capability assessments to support learners as part of the learning design.
- 4.8.2 The Supplier shall provide the deployment and administrative support to enable users to access the tools across different IT systems with alternative options where online access is not possible (e.g. paper-based options).
- 4.8.3 The Supplier will be required to agree and seek approval of any digital service through the Cabinet Office Security Working Group.
- 4.8.4 The Supplier shall provide access to reports and, where required, access to suitably qualified personnel to support the feedback process. This may include:
- Bespoking or personalising content / questions / feedback topics within the feedback tool.
 - Following up where contributors have not responded.
 - Handling user queries and questions regarding use of 360° feedback tool.
 - Production of high quality management information and analysis.
- 4.8.5 On award of Contract the Buyer will require assurance regarding the following:
- Integrity of data access and storage (web-based security).
 - Compliance with Data Protection legislation and the General Data Protection Regulation (GDPR) requirements. (e.g. names and email addresses and demographical information).
 - Alternative options (e.g. paper) where email/on-line access is not possible.
- 4.8.6 The Supplier shall ensure that the cost of supplying and/or administering the feedback tools when they are used as part of a development programme are covered through the price of the relevant course or product for which they form part of the blend and this should be reflected in the relevant Schedule 3 (Charges) When used on a standalone basis, or in association with executive coaching, they will be charged at cost.
- 4.8.7 The Supplier shall note that the Buyer reserves the right to source alternative tools for specific purposes other than through this Contract and any related contract.

4.9 Security Requirements

- 4.9.1 The Supplier shall read, understand and respond to the Buyer security requirements in accordance with Schedule 16 (Security).
- 4.9.2 The Supplier shall comply with the security requirements as set out in Schedule 16 (Security).
- 4.9.3 The Supplier shall comply with the OFFICIAL TIER data security classification requirements as outlined in the link below:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf

- 4.9.4 The Supplier shall have Cyber Essentials Scheme Certificate or equivalent at the commencement date of Schedule 16 (Security) requirements can be located at:
<https://www.cyberessentials.ncsc.gov.uk/>

Table taken from Schedule 16 (Security)

Certification Required for medium to high risk suppliers	Further information below and within the security schedules for GPG
Cyber Essentials Plus or equivalent	Either the suppliers have it before the Contract Commencement date or they obtain it within 3 months.
ISO 27001:2013	Either the suppliers have it before the Contract Commencement date or they obtain it within 6 months.
All Suppliers	At Contract commencement date a supplier must have at least one of the two (if not both of the above) and be working toward the other. The requirements applicable to the prime contractor are also applicable to the key-sub contractors.
Certification for low risk	Taken from the Security Schedule Definitions;
All low risk Suppliers	For those suppliers that process less than 100 non-sensitive records a year They need to comply with Annex 2: Security Requirements for subcontractors as set out in both security schedules for the GPG Contract.
“CIMS Subcontractor”	a Subcontractor that provides or operates the whole, or a substantial part, of the Core Information Management System;
“Higher Risk Subcontractor”	means a Subcontractor that Processes Government Data, where that data includes either: (a) the Personal Data of 1000 or more individuals in aggregate during the period between the Contract Start date and the End Date; or (b) Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned.

<p>"Medium Risk Subcontractor"</p>	<p>means a Subcontractor that Processes Government Data, where that data</p> <p>a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the Contract Start date and the End Date; and</p> <p>b) does not include Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned.</p>
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4.10 Accessibility for Users

- 4.10.1 The Supplier shall comply and fulfil all current and future legislative accessibility requirements for users and ensure that any language and case studies are inclusive and representative of the population.
- 4.10.2 The Supplier shall fully comply with the GPG Inclusion Principles outlined in Annex F.

4.11 Administration and Booking

- 4.11.1 The Supplier shall have in place technical systems to manage bookings, venues and billing that meet Civil Service security requirements.
- 4.11.2 The administrative support that the Supplier shall provide as and when required shall include, but shall not be limited to:
- 4.11.3 Acknowledgement of all enquiries related to bookings and consistent processes for requesting a specific booking with clear timelines for delivery and confirmation of bookings across all types.
- 4.11.4 Confirmations for cross Civil Service learning (you are on this course; you are on a waiting list, etc.) shall be sent automatically and immediately following a booking via the Civil Service learning website, where applicable.
- 4.11.5 Redirection (this course is full; the next date is...; the next date at this location is...; an alternative is e.g. eLearning/website resources) – information shall be sent within 24 hours where a booking cannot be accepted.
- 4.11.6 Joining instructions shall be sent in advance in accordance with the agreed period and dependant on the nature of learning intervention and should include key information such as:
- a welcome letter
 - programme/timetable
 - map
 - venue information
 - what ID is needed at that venue
 - requesting the learner to identify any special needs/reasonable adjustments, and
 - next steps following the course.
- 4.11.7 Pre-course work (where relevant) – details shall be sent at an appropriate time, sometimes in advance of the joining instructions, dependent on the work required.

This could be an area for further innovation to include 'learner nudges' to support pre-workshop learning progress and responsive design.

- 4.11.8 Key data relating to bookings; the Supplier shall have a unique identifier mechanism to distinguish between different individuals with the same name.
- 4.11.9 Contingency arrangements, these shall be set out for key risk areas such as the last-minute illness of a trainer, last minute changes to a venue and managing courses during severe disruption e.g. adverse weather or planned disruption to travel.
- 4.11.10 Booking functionality that works with the Civil Service learning platform to provide clear and accurate information about curriculum products, surrounding information, be consistent with the GPG brand and link to the Buyers learning platform.
- 4.11.11 Provide personalised learner support, creating new ways to engage learners making use of behavioural insights to engage the learner and support learners to apply learning in the workplace.
- 4.11.12 Responsibility for the delivery of all physical materials to the relevant venue at the appropriate time. The need for printing of physical materials will be reduced where possible.
- 4.11.13 Responsible for appropriate and accurate invoicing to departments, functions and professions for all learning delivered by the Supplier.
- 4.11.14 Responsible for assurance of payment mechanisms, understanding the complexity and diversity in payment and invoicing approaches across departments and agencies in the Civil Service. Working with the Buyer on the development of future models of payment to improve processes.
- 4.11.15 Providing support and advice on reasonable adjustments and to make arrangements for suitable support to be put in place to meet needs working with department leads to enable workplace adjustments to be used to support the learner.
- 4.11.16 Offering a cohort management service for large scale programmes of learning.

4.12 Administration and Booking Requirements

- 4.12.1 The Admin and Booking processes will be in line with the relevant Service Level Agreements (SLAs) and the jointly agreed design principles.
- 4.12.2 Joining instructions to be issued for agreed dates - adhering to a minimum of 10 working days ahead of the event. As a default the administration and booking process will be aligned to the associated Buyer digital processes and the relevant SLAs.
- 4.12.3 A more flexible approach (outside of the 10-working day minimum) could be taken if agreed between the commissioning department, function or profession and the Supplier. Any amendment must be clearly documented and signed off.
- 4.12.4 Details of processes and responsibilities will be part of Operational Schedule 1 - Learning Operating Model (LOM) as set out in Annex 2. This document will be treated as an Operational Schedule and managed in accordance with Schedule 38 (Collaboration Agreement) and Operation Schedule 3 - Governance.
- 4.12.5 **Working Days**
 - 4.12.5.1 The definition of a Working Day is any day from Monday to Friday with the exception of the following United Kingdom bank holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) May Day
- (e) Spring Day
- (f) Summer Bank Holiday
- (g) Christmas Day
- (h) Boxing Day

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4.12.6 **Operational working hours**

- 4.12.6.1 Unless agreement is reached by all parties, the Supplier's operational hours shall be 08:30 - 17:30 at a minimum. This will be reviewed on an annual basis taking into account any changes to demand outside of these agreed hours.

4.12.7 **Special Requirements**

- 4.12.7.1 The Supplier shall adhere to the agreed workplace adjustment policy that will be defined as part of operational processes.

4.13 **Cancellation Requirements**

- 4.13.1 Cancellation processes will be in line with the relevant Service Level Agreements and the jointly agreed design principles.

4.13.2 **Cancellation by the Buyer:**

- 4.13.2.1 If the Buyer or a Buyer's customer submits a request to cancel or amend a booking, the following cancellation policy applies:
 - (a) 16 working days or more before the commencement date, the buyer/booker/customer will not be charged.
 - (b) 11 to 15 working days before the commencement date, the buyer/booker/customer will be charged 30% of the total cost.
 - (c) Less than 11 working days before the commencement date, the buyer/booker/customer will be charged 100% of the total cost.
 - (d) If design work has been commissioned, cancellation charges will be chargeable for costs incurred at point of cancellation.
- 4.13.2.2 The 'commencement date' refers to the date digital learning/ preparation materials are made available to participants, or, the date of the face to face event (as agreed in course specification), whichever comes first.
 - (a) If cancellations or amendments are made on 16 or 11 working days prior to the commencement date, the Service Integrator must receive the request by 16:00 on that day. 16:01 in this context is classed as working day 15 or 10 respectively. After this time, the above cancellation policy will apply.
 - (b) The Service Integrator must inform the relevant partner of a cancellation in line with the agreed Learning Operating Model.
 - (c) The 'days' referred to in the cancellation policy are Working Days.
 - (d) Amendments are defined as any change to an event date, time, topic or location/room.

4.13.3 **Cancellation by the Supplier**

- 4.13.3.1 The Supplier will give a minimum of 10 working days' notice for cancellation due to low take up on open programmes. Other cancellations will be dealt with on a by-exception basis.
- 4.13.3.2 If the standard policy is not appropriate for the learning requirement, a more flexible approach could be taken if agreed between the

department/buyer and the supplier. Any amendment must be clearly documented and signed off.

- 4.13.3.3 Exclusions to the standard policy may apply for certain bookings and these will be agreed at point of commissioning.

4.14 Venues and Locations

- 4.14.1 The Supplier shall deliver the venues and locations in accordance with the requirements set out below, where applicable.
- 4.14.2 The Supplier shall deliver the course component of any product at the most suitable and cost-effective venue to meet Buyer location requirements, where applicable. The Supplier shall ensure the price reflects the venue being used. For example, London non-Government estate is expected to be more expensive and non-Government estate outside of London is expected to be less expensive.
- 4.14.3 The Supplier shall provide the best value for all venue bookings through consulting the shared facilities register <https://e-pims.cabinetoffice.gov.uk/FMSGSGov/Login.aspx?ReturnUrl=%2fFMSGSGov>. This is a list of meeting and events space across Government estate which can be used free of charge. The register is owned and managed by the Government Property Unit (GPU) within the Cabinet Office and provides host Departments' contact details of the local administrator to enable rooms to be booked, subject to availability.
- 4.14.4 For specific closed courses, the Buyer's customer can make their premises available. Where the Buyer's customer does supply the venue, the Supplier will not add any charge for the venue.
- 4.14.5 Other than when Government estate has been provided free of charge, the price for courses shall include the cost of the venue and the Supplier should assume that the vast majority of open courses and some closed courses will fall as part of this category.
- 4.14.6 The Supplier can use their own estate, if it is suitable, and provides value for money.
- 4.14.7 The Supplier shall ensure the venue has the required materials/IT facilities to meet activities involved in course design, liaising with the Buyer's customer contacts where this is on Government estate.
- 4.14.8 Most courses will be non-residential although there will be some exceptions in longer leadership or professional development programmes.
- 4.14.9 Residential courses may be run at locations that are cost effective in terms of travelling expenses and will be subject to required standards e.g. accessibility. The Supplier will need to include in the delegate rates the costs for travel and accommodation of the trainers and the cost of the venue for delegates. In line with the Cabinet Office travel and subsistence policy.
- 4.14.10 The Supplier shall be liable for costs associated with venues including: transport of materials to and from the venue, and provision of consumables.
- 4.14.11 The Supplier shall ensure that refreshments can be made available at each venue (hot drinks, drinking water, and cups). The cost of refreshments will be included in the delegate price.
- 4.14.12 Where the venue or event type makes it necessary, if lunch is required for the group the cost will be covered in the delegate price. For block bookings that are facilitated with departments, they should be given the choice as to whether lunch is provided and the cost of the course should be adjusted accordingly.

- 4.14.13 The Supplier shall arrange any special requirements and/or reasonable adjustments for learners with special needs as set out in Annex F - Inclusion Principles. If an event is held on Government estate the Supplier shall liaise with the estate's contact to ensure needs are met.
- 4.14.14 The Supplier shall provide a duty of care for all individuals who are involved in delivering any aspect of the contracted services both within the UK and overseas. Where additional insurance policies are required, these shall be agreed with the Buyer and their customer and costed for on a case by case basis for the specific learning request.

4.15 Customer Service and Helpdesk

- 4.15.1 The Supplier shall provide a first line helpdesk and telephone service for recording and dealing with all enquiries from the Buyer's customers in relation to the services being provided and in accordance with the relevant quality standards and service levels.
- 4.15.2 As a minimum, customer service and support hours will cover 08.30 to 17:30 Monday to Friday, excluding Public and Bank Holidays, unless otherwise agreed with the Buyer.
- 4.15.3 The Supplier shall provide the following support to the Buyer's customers:
- i. Log support calls with a help desk by email, by phone or customer service portal.
 - ii. Log calls through automated email service alerts.
 - iii. Provide telephone support for all services.
- 4.15.4 Learner support may include, but not be limited to the provision of the following services;
- i. Access to documentation pertaining to the Supplier's services, including system manuals, customer guides, on-line help, Frequently Asked Questions (FAQs).
 - ii. Updating of documentation to reflect new versions of the Supplier's services.
 - iii. Provision of operational support as part of their application management service.
 - iv. Provision of second line operational support and help desk services in respect of the Supplier's services under this Contract and its associated activities, investigation and resolution of all technical issues arising from reported problems.
 - v. Provision of a single service management system for incident management, problem resolution and change management, with a designated Service Manager as a single point of contact for User support.

4.16 STAFF AND CUSTOMER SERVICE

- 4.16.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 4.16.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

- 4.16.3 The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

4.17 Complaints Procedure

- 4.17.1 The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints or problems initiated by the Buyer's customers, their users and/or the Buyer.
- 4.17.2 The Supplier shall have in place a clearly defined complaints procedure which allows for the identification and tracking of individual complaints from initiation to resolution and shall set out the timescales of the action that will be taken and includes timescales of when matters will be escalated.
- 4.17.3 At a minimum, complaints must be acknowledged within 24 hours and satisfactorily resolved within 10 working days, or by agreement with the Buyer and outline an escalation route for any complaints that have not been resolved within the specified timescales.
- 4.17.4 The level and nature of complaints arising and proposed corrective action or that are under way or completed will be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of not less than 1 month.
- 4.17.5 The Supplier shall analyse and identify any pattern of complaints and bring these to the attention of the Buyer during supplier review meetings.
- 4.17.6 The Supplier shall provide the Buyer with one consolidated report per month for the duration of this Contract capturing all User complaints detailed by each customer. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and lessons learnt.
- 4.17.7 The Buyer will meet with its users in order to discuss delivery performance and address any concerns that may exist around the provision of services and will seek feedback from them to inform the monthly performance review meetings.

4.18 Management Information and Data Reporting

- 4.18.1 The Supplier shall comply with the management information, data and reporting requirements.
- 4.18.2 The Supplier shall provide regular performance management information reports to the Buyer. These reports will be required no less than monthly, to align to the performance review meeting dates. These should set out key headline management information and metrics.
- 4.18.3 The Supplier shall have the flexibility to produce for the Buyer any requested tailored / non-standard management information reports free of charge.
- 4.18.4 The Supplier shall comply with the Buyer's equality and diversity data collection and monitoring requirements. The Supplier will be required to provide such data and information as specified by the Buyer.

- 4.18.5 The Supplier shall notify the Buyer of any unplanned “spikes or troughs” (increases/decreases) in spend to ensure this can be investigated and reported by the Buyer.
- 4.18.6 The content of statistical information, timing and format of any report requested by the Buyer shall be agreed between the Supplier and the Buyer at Contract award stage.
- 4.18.7 Management information and data reporting processes will be in line with the relevant Service Level Agreements and the jointly agreed design principles.
- 4.18.8 The Supplier will be responsible for collating accurate data in the format and timing agreed as part of the Operational Schedule 2 - Management Information & Data requirements. There will be a quarterly review during the first year, and annually thereafter.
- 4.18.9 Any changes to Operational Schedule 2 - Management Information & Data requirements will be subject to the relevant governance as described in Operational Schedule 3 - Governance.
- 4.18.10 The Supplier will provide management information/data in a format which aligns with departmental, function or profession requirements. Where possible, the Supplier will ensure such approaches align with industry best practice.
- 4.18.11 The Service Integrator will coordinate all management information (MI) contributions from each Supplier across both Contracts, and Civil Service internal delivery where agreed, into an agreed format that can be accessed by departments, functions and professions who have signed up to the Buyer’s shared services to provide an accurate month end statement as a minimum from go-live.
- 4.18.12 Data will include type of event (e.g. face to face, virtual learning, action learning sets, coaching, digital) to be agreed and added to as new learning models develop.
- 4.18.13 The Buyer will provide booking data from the Civil Service Learning website to the Supplier as agreed as part of the Learning Operating Model.
- 4.18.14 Ad hoc data that the Supplier holds, or has access to, will be made available on request (within an agreed period of notice and turnaround time) at no additional cost.
- 4.18.15 The Supplier will contribute to the research and development of future changes to evaluation approaches using both quantitative and qualitative data sources to improve understanding of learner experiences and the impact of learning. This includes regular reviews to ensure best practice is being followed.

4.19 Evaluation of Learning Products

- 4.19.1 Standard evaluation questions for each product will be agreed with the Buyer as part of product design. These will ensure required outputs are measured to assess quality requirements and learning impact as part of MI and data requirements. Data will be provided for contract management and identify trends for the relevant governance board(s).

4.20 Value for Money, Payment and Invoicing

- 4.20.1 The Supplier shall proactively and continually explore and identify opportunities for maximising value for money and savings in the design and delivery of the learning products and services in accordance with Schedule 11 (Continuous Improvement).

- 4.20.2 The Supplier shall provide a proactive and committed approach to cost reductions and innovative, transparent pricing mechanisms, which will provide the Buyer with choice and flexibility.
- 4.20.3 The Supplier may offer the Buyer alternative pricing models, methodologies and discount structures, which offer best value for money.
- 4.20.4 The Supplier shall provide clear, transparent open book data for pricing including the provision of a cost breakdown of all of the component elements that together form the cost of the products and services to the Buyer throughout the duration of the Contract.
- 4.20.5 The Supplier shall comply with all aspects of the invoicing and payment processes.
- 4.20.6 The Supplier shall provide a range of payments methods and invoicing processes for the Buyer's customers. The Buyer shall specify the payment method and processes at the implementation stage. The Supplier shall have the ability to support e-Purchasing Cards, i.e. Government Procurement Card, Purchase to Pay systems (P2P) and other electronic or manual invoicing arrangements. The Supplier shall be solely liable to pay any merchant fee levied for using the e-Purchasing Card and shall not be entitled to recover this charge from the Buyer's customers.
- 4.20.7 The Supplier shall comply with the Buyer's customers' requirements in respect of authorisation, invoicing and payment processes and procedures. This may include, but not limited to, consolidated invoicing, invoicing by cost centre and/or account codes; electronic invoicing; and invoicing to different levels of detail. The Supplier shall be required to assist the Buyer's customers' in developing invoice process efficiencies.
- 4.20.8 The Supplier should offer invoicing rules to the Buyer's customers, such as how frequently they are sent, whether sent electronically and whether or not a duplicate invoice is sent to the booker. These arrangements will need to take into account that the Buyer's customer(s) may pay their invoices through a shared service centre.
- 4.20.9 The Supplier, when required by the Buyer's customer(s), shall provide evidence of booking requests and agreement to the purchase price e.g. through the receipt of the purchase order and cost centre code from the Buyer's customer(s).
- 4.20.10 The Supplier shall perform a degree of validation checks before generating and sending off invoices. This could take the form of regular sense checks (automated or manual) that highlight absent or wrong data that is sitting in their back-end processes. This will allow the Supplier to develop better relationships with the Buyer's customer(s) and result in them getting paid more quickly.
- 4.20.11 The Supplier shall ensure that invoices are submitted in arrears to individual ordering points or as instructed by the Buyer's customer(s) and shall be clearly addressed and refer to the service provided and the charging basis.
- 4.20.12 The contents and format of the information to be provided with the invoices shall be in accordance with the agreed requirements.
- 4.20.13 The Suppliers shall send over management information on bookings and invoices to the Buyer, such as booking reports and outstanding payments reports, in the agreed format and timings.
- 4.20.14 Invoicing and payment processes will be in line with the relevant Service Level Agreements and the jointly agreed design principles. (The budget for many of the services under the contract is devolved. In practice this means that the department,

function, profession who are taking delivery of the services will be liable to pay the Supplier directly.)

- 4.20.15 The Supplier shall meet with the relevant learning and development teams and their finance teams to identify the preferred billing arrangement for each department, Function and Profession to agree invoicing processes. The Supplier shall ensure contact details of those in departments, functions and professions involved in invoicing processes are maintained.
- 4.20.16 The set of design principles developed with the Supplier and agreed in accordance with Operational Schedule 3 – Governance will be reviewed annually.
- 4.20.17 The Supplier shall provide a range of payments methods and invoice processes for the Buyer's customers. This should include, but are not limited to, individual Purchase Orders, Bulk Purchase Orders, e-purchasing cards (e.g. government procurement card), purchase to pay systems and other electronic and manual invoicing arrangements as agreed with individual departments, functions and professions. All payment types will be treated fairly in terms of placement allocations on learning events.
- 4.20.18 The Supplier should not begin work that incurs cost without formal commitment of payment from the customer as identified in the agreed statement of requirements.
- 4.20.19 The Supplier will investigate alternative ways to improve efficiency to invoicing processes, including exploring opportunities with the learning platform.
- 4.20.20 The Supplier shall be solely liable to pay any fees levied for collecting and making payments and shall not be entitled to recover this charge from the Buyer's customers. Where there is a material change impacting on this, a formal review will be undertaken. The contents and format of the information provided with the invoices for delivery of learning events shall include:
 - 4.20.20.1 name of booker (e.g. individual learner for open courses; buyer for closed courses),
 - 4.20.20.2 date of learning event,
 - 4.20.20.3 location of learning event,
 - 4.20.20.4 name of learning event,
 - 4.20.20.5 reference number of learning event and department/profession/function finance contact and booking ref number, where provided at point of booking.
- 4.20.21 Invoices will be specific to a learning event (i.e. not combine different learning events on one invoice).
- 4.20.22 The contents and format of the information provided with the invoices for design or other types of services will be agreed at the time of commissioning.
- 4.20.23 Invoices will be issued as per SLA 5.01, unless otherwise agreed between the Supplier and Buyer.
- 4.20.24 The Supplier shall provide management information on bookings and invoices to the Buyer, such as booking reports and outstanding payments reports (aged debt of over 30 days), on a monthly basis and on ad hoc request basis in a format and method as requested by the Buyer or Buyer's customers.
- 4.20.25 In the final month of each financial year, the Supplier shall provide a statement of billing for the coming month covering all remaining services and events to be billed for that financial year.
- 4.20.26 The Supplier will be responsible for ensuring that the appropriate mitigations are in place for debt management. Debt will be classified as any amounts owed over 30 days and aged debt will be classified as any amounts owed over 90 days. The

Supplier shall appoint a dedicated resource to the debt management process and ensure it is regularly reported as part of the performance review / contract management process.

4.21 Assurance Management Systems

- 4.21.1 The Supplier shall at all times for the duration of this Contract, comply with the relevant standards, for the scope of the Services offered, including but not limited to the following:
- 4.21.2 A Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent.
- 4.21.3 ISO 10007 “Quality management systems – Guidelines for configuration management” or equivalent.
- 4.21.4 BS25999-1:2006 “Code of Practice for Business Continuity Management” and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans or equivalent
- 4.21.5 An Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent.
- 4.21.6 An Information Security Management System supported by the International Organisation for Standardisation ISO 27001 Security Management standard, or equivalent.
- 4.21.7 Cyber Essential Scheme requirements which can be located at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- 4.21.8 An Occupational Health and Safety Management System OHSAS 18001 or equivalent.

4.22 Copyright and Intellectual property

- 4.22.1 This paragraph describes the mandatory copyright and intellectual property requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Contract. Refer to the Core Terms (Section 10).
- 4.22.2 The default position for bespoke materials is that they will be the property of the Buyer and will be subject to Crown copyright for perpetuity. IPR allocation should be considered on a case by case basis and clearly determined as part of a product ordering process which will be agreed at implementation. The intention is to allow the maximum deployment of learning across the public sector, not to damage the legitimate business interests of the Supplier.
- 4.22.3 The Buyer recognises that much of the content of the generic learning and development covered in the curriculum is already in the public domain in one form or another. The Supplier may adapt existing materials, models or resources but should provide assurance that copyright, licensing and intellectual property matters have been resolved properly and legally. This would be kept in a permissions and licences log.
- 4.22.4 The Supplier may wish to use Buyer materials elsewhere in the public sector. Permission will usually be given but the Buyer reserves the right to withhold such permission where it is not in the interests of the Government or the Civil Service to

grant such permission. Where staff are based overseas, the Supplier will need to work with the regional learning and development teams, who deliver Buyer products overseas and are able to adapt material to an international and/or local context.

- 4.22.5 Schedule 36 outlines the specific IPR provisions which will be included in the Contract.

4.23 Continuous Improvement to meet Future Needs

- 4.23.1 The Supplier shall comply with the continuous improvement requirements set out in Schedule 11 (Continuous Improvement).

- 4.23.2 The Supplier will partner with the Buyer, departments, functions and professions to deliver the Civil Service People Plan's learning skills and capability priority: "To deliver the Government's priorities, the Civil Service must be skilled, knowledgeable and networked. Confident and capable civil servants must develop the full spectrum of skills relevant for their role, including gaining both broad universal knowledge and deep specialist skills."

- 4.23.3 The Supplier shall proactively manage services to innovate and learn from the experience of working in learning and thought leadership to create impactful learning experiences in line with rapidly changing business priorities that:

- Drive culture change through embedding the principles of a learning organisation within the Civil Service throughout the contract's lifespan, thereby delivering more impactful learning at reduced costs.
- Uses evidence from management information, learning evaluation and user experience to inform decision making about learning, ensuring learning is improving capability and business outcomes and provides value for money.
- Increases focus on work-based learning with a recognition that lived-experience learning is taking place already across the majority of the Civil Service.
- Will create an integrated learner experience through the continued use of the Civil Service learning website for the purposes of finding, providing a booking interface, and tracking completion of online learning.
- Offers the flexibility to meet changing demands and develop products for future requirements through: learning consultation expertise, and design capability.
- Adopts multimodal learning solutions using a blended learning model making recommendations for innovations and ways to improve delivery.
- Uses research evidence to create the best learning experiences to support behaviour change e.g. neuroscience and behavioural insights.
- Brings in expertise as needed to improve service delivery, working with internal experts to align with changing Civil Service needs.

- 4.23.4 The Supplier shall identify data sources, manage and analyse data and use it to continuously improve outcomes from the Services provided to the Buyer and customers on an ongoing basis.

- 4.23.5 The Supplier shall maintain and increase its knowledge of the Buyer's customers' and share this insight with its supply chain.

- 4.23.6 The Supplier shall deliver consistent messaging throughout the wider learning ecosystem in the Civil Service and share key insights that feed into the Buyer's long-term strategic vision of enabling a culture of learning in the Civil Service.

5. SUBCONTRACTORS

- 5.1 The Supplier is required to manage their subcontractors in line with the obligations set out in the Core Terms.
- 5.2 The Supplier shall adhere to the obligations outlined in Schedule 18 (Supply Chain Visibility). Where adherence to such obligations would be impractical, this will be considered in line with an agreed exceptions process which will be developed and agreed by both Parties during implementation. At all times the principles of fairness, transparency and value for money will be applied.

6. VOLUMES

- 6.1 Nothing herein is intended, nor shall be construed as creating any exclusive arrangement with the Supplier. This call off contract shall not restrict the Buyer from acquiring similar, equal or like goods and/or services from other entities or sources.
- 6.2 No guarantee is given by the Buyer in respect of the levels or aggregate value of the Services, which the Buyer shall require the Supplier to provide during the contract period. Any levels or aggregate values of Services referred to in the Schedules are indicative only and shall not be binding on the Buyer.

7. SUSTAINABILITY

- 7.1 The Supplier will be expected to submit an annual report to the Buyer to outline how they are delivering the commitments outlined in Schedule 26 (Sustainability).

8. PRICE

- 8.1 The Supplier will charge in accordance with Schedule 3 (Charges).

9. SERVICE LEVELS AND PERFORMANCE

- 9.1 The Buyer will measure the quality of the Supplier's delivery by:
 - 9.1.1 The Contract SLAs are outlined in Schedule 10 (Service Levels).
 - 9.1.2 The Service Credit Model is outlined in Schedule 10 (Service Levels).
 - 9.1.3 To support the SLAs, the method of calculation, data sources, and applicable exceptions and interdependencies will be outlined in Operational Schedule 4 - Service Level Specification Document which will be developed during Contract Implementation.
 - 9.1.4 Operational Schedule 4 - Service Level Specification Document may be updated from time to time, if the LOM and associated SLAs are changed, subject to joint agreement between the Buyer and the Supplier. The governance structure for making any such changes is as described in Operational Schedule 3 – Governance.

10. CONTRACT MANAGEMENT

- 10.1 Please refer to Schedule 13 (Contract Management) and Operational Schedule 3 - Governance.
- 10.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

11. LOCATION

- 11.1 The location of the Services will be carried out at across the UK and overseas where required.

12. INTELLECTUAL PROPERTY (IP) Management process

- 12.1 IP rights for new learning products, will be determined in accordance with the IP Management Process outlined in Schedule 36.
- 12.2 The IP Management Process may be updated from time to time, in accordance with Operational Schedule 3 – Governance.

13. SOCIAL VALUE

13.1 Our social value priorities:

13.1.1 Economic benefits, to include

- 13.1.1.1 ensuring a diverse base of suppliers and resilient supply chains
- 13.1.1.2 making opportunities available to SMEs
- 13.1.1.3 promotion of supply chain spend with SMEs supported by practical safeguards such as prompt payment commitments
- 13.1.1.4 maximising overall value for money of solutions in particular whole life cost savings

13.1.2 Social benefits, to include

- 13.1.2.1 supporting the Civil Service's Diversity and Inclusion Strategy (2022-2025)
- 13.1.2.2 fair and ethical employment practices
- 13.1.2.3 requirements to mitigate the risk of Modern Slavery in supply chains associated with the service / solutions offered
- 13.1.2.4 providing quality work for fair pay, including optional schedules to allow Buyers to require payment of the Living Wage Foundation Living Wage
- 13.1.2.5 employment and skills
- 13.1.2.6 capability and skills improvement such as:
 - promotion of training and apprenticeships eg. requirement to produce a training plan
 - research and development
 - supporting marginalised or deprived groups into further education, employment or training
 - improving the cyber security of services and the skills to support security.

13.2 Environmental benefits, to include

13.2.1 sustainable production and consumption and improvement in environmental quality:

- 13.2.1.1 through less polluting technology - minimum standards such as Government Buying Standards (GBS) may be used
- 13.2.1.2 more efficient or alternative approaches to solutions
- 13.2.1.3 reduction in pollution
- 13.2.1.4 reduction or elimination of waste:
 - (a) environmentally friendly delivery models, such as closed loop systems to turn waste into resources
 - (b) low or zero carbon / emission solutions

13.3 Social Value measurement and reporting

13.3.1 The Supplier will develop and maintain a plan throughout the life of the Contract detailing how they will contribute to the overall achievement of our Social Value priorities:

- 13.3.1.1 The Social Value commitments and targets made at Contract stage will form part of the contractual agreement between the Buyer and the Supplier.
- 13.3.1.2 The Supplier will provide an implementation plan to the Buyer(s) detailing how the required Social Value commitments will be delivered through the Contract on request from the Buyer.
- 13.3.1.3 The Supplier and Buyer(s) will agree the relevant targets and measures to be used for delivery of Social Value as relevant to the specific Contract.
- 13.3.1.4 The Supplier will manage, measure and report on the delivery of Social Value throughout the life of this Contract. The Supplier will provide an annual Social Value Delivery Statement to the Buyer detailing the Social Value that has been delivered through this Contract. To be provided on the anniversary of the award date and all subsequent years on request from the Buyer.
- 13.3.1.5 The supplier will provide a slavery and human trafficking report to the Buyer on an annual basis within 10 working days from the date of the request from the Buyer

APPENDIX 1 – THE SERVICE INTEGRATOR (SI) AND CROSS CIVIL SERVICE CURRICULUM (XCS)

1. Introduction

- 1.1. This Appendix 1 specifies the scope of the SI and the XCS that the Supplier shall make available to the Buyer and its customers.
- 1.2. The requirement is for the provision of a high quality, flexible and value for money SI and XCS to the Buyer and its customers.

2. Vision

- 2.1. The SI will provide a single access point for the learner to access a wide range of learning products. The ambition of this approach is to give departments, functions and professions access to the highest quality end to end service delivery through a consistent, simple process designed with the end learner in mind.
- 2.2. The Buyer is keen to partner with the market to deliver a comprehensive service that enables access at scale to a diverse, modern central learning provision for Civil Servants across departments, professions, functions, grades and geographies.
- 2.3. The following section of this Appendix 1 takes an outcome based approach to articulate the future requirements for SI as well as articulating generic requirements and standards that must be reached.

3. Objectives, outcomes and reference to Civil Service standards

Objective	Desired Outcome	Required standards
To deliver data reporting in a consistent accessible format about the usage and performance of the learning offer	Ability to draw quick conclusions about access of learning that enables data driven decisions at department and profession level in line with data strategy.	GDPR compliant with all relevant Cabinet Office security schedules
To promote the learning offer using consistent messaging, working in partnership with the Civil Service on specific campaigns	Consistent messaging related to learning delivered throughout the system, reducing duplication or confusion over the relevance of learning offers to the learner	GPG branding guidelines
To continuously improve the service offering.	A transformative approach to process management that allows for consistent innovation and higher quality service	Working with Security and digital standards to ensure personal data is secure and learning is accessible by all learners

4. Service Integrator requirements

- 4.1.** The SI will deliver a high-quality customer experience, which follows a consistent and simple process that enables the Civil Service to learn and improve productivity.
- 4.2.** The SI will be underpinned by Schedule 38 - Collaboration Agreement that articulates how it works with all of the Learning Frameworks suppliers. If services required are to be delivered through this Contract, or RM6145 Lot 6, then, in accordance with the Collaboration Agreement, the requirement will be passed from the Service Integrator to the Supplier for processing where requests come from the individual.
- 4.3.** The Supplier shall provide a Service Integrator function as a first point of contact for learners, departments, Professions or Functions enquiry together with a single point of support and advice on how all products on offer can be accessed across all lots.
- 4.4.** The Supplier shall ensure that the Service Integrator function is able to manage the rollout of complex programmes, acting as the single point of contact for learners and departments, professions or functions and responding quickly to fluctuations in demand.
- 4.5.** In the delivery of the service centre, barriers to accessing the learning offer must be minimised to ensure an exceptional level of customer service inclusive of:
 - 4.5.1.** A professional help desk service that is able to provide key information about all products on offer and advice on the provision as a whole and how to access various products or services across lots, tracking the handover and ensuring completion is tracked.
 - 4.5.2.** A process and procedure that will capture customer complaints on the products and learning offer that come through the SI function and using expertise of the products / learning offering within the scope of this contract to resolve complaints as the first point of contact.
 - 4.5.3.** Proactively reporting on collective issues and trends across the provision from all lots, appropriately providing timely management information to feed through to relevant Contract reviews and service reporting.
 - 4.5.4.** Providing timely, clear joining instructions that share key information and keep the learner engaged throughout their learner journey.
 - 4.5.5.** Delivering a high-quality customer experience in response to all queries and complaints
 - 4.5.6.** Providing a high-quality behind-the-scenes booking system that interfaces with the Buyer's preferred learning platform(s), as well as a system that can track handover to other suppliers.
 - 4.5.7.** Redirection to other suppliers where appropriate (i.e. a bespoke request redirected to the learning design specialists).
 - 4.5.8.** The type of queries that the Supplier shall answer, will include but not be limited to:
 - 4.5.8.1.** Users experiencing difficulties registering.
 - 4.5.8.2.** Users experiencing difficulties accessing e-learning programmes.
 - 4.5.8.3.** Users experiencing difficulties assigning line management permissions.
 - 4.5.8.4.** Queries from users regarding certification courses.
 - 4.5.8.5.** Queries from users regarding how to book face-to-face courses.

- 4.5.8.6. Queries from department/ profession/ function leads on booking a series of cohorts onto closed learning programmes.
- 4.5.8.7. General queries about learning and bookings.
- 4.5.8.8. Programme and course specific questions or tailoring of learning.
- 4.5.8.9. General queries about accessing learning on the digital platform.
- 4.5.8.10. Informing users of service issues.
- 4.5.8.11. Queries regarding venues and access.
- 4.5.8.12. Answering basic queries relating to technical access and content. Escalating technical queries to the appropriate team as per the support triage and responding to users when issues are resolved.
- 4.5.9. If the Supplier receives queries not directly related to the Service delivery or where the Buyer's intervention may be required (e.g. those relating to the Buyer's strategy, policy and curriculum content), the Supplier shall redirect such queries to the most appropriate organisation e.g. GPG , department, function, profession, or learners line manager.
- 4.5.10. The Supplier must liaise with other Buyer partners (e.g. digital learning content suppliers, hosting services, technical developers) to ensure that they are escalated promptly within service times (all technical/ IT-related) to the relevant team, and to the learner and/or buyer's satisfaction. (For Lot 6 suppliers, refer to RM6145 Framework Schedule 4 - Framework Management)
- 4.5.11. The Supplier shall ensure at all times that the technological expertise, equipment and other resources (including staffing levels) are sufficient to offer the learning at all times, a continual and reliable support service during office hours. This service shall include a technical help desk facility and a single point of contact for the purpose of escalating any service-related complaints or other service issues that may arise throughout the Contract period.
- 4.5.12. The helpdesk service shall be available between 08.30 and 17.30 Monday to Friday (excluding public and bank holidays) with the mechanism to take messages for staff based outside of the UK to make enquiries. The Buyer will keep these hours under review and these may be subject to change.

5. Cancellation

- 5.1. To reduce the need to cancel any courses the Supplier shall inform the Buyer of delegate booking numbers 4 weeks before the start of the course. The Supplier shall work with the Buyer to agree marketing strategies to ensure courses run.
- 5.2. If the learner or department cancels 2 weeks or less from the start date of the learning starting programme then the learner and/or department will be liable for any cancellation cost. The cancellation terms are as follows:
 - 5.2.1. **16 working days or more before the commencement date:** no charge.
 - 5.2.2. **11–15 working days before the commencement date:** 30% charge of the total cost.
 - 5.2.3. **Less than 11 working days before the commencement date:** 100% charge of the total cost.
 - 5.2.4. **If design work has been commissioned,** costs incurred at the point of cancellation will be charged.
 - 5.2.5. Amendments are defined as any change to the event date, time, course or location.

- 5.2.6. The cancellation request should be received by the Helpdesk by 4pm. If it is received after 4pm, the receipt of the request is classified as the following working day.

Where alternative use of that trainer/ venue can be found, the Supplier shall waive or reduce the cancellation terms.

6. Relationship management

- 6.1. The Supplier shall provide a professional account management service that is able to provide expert, objective advice on how to best utilise the entire centralised learning provision. NB: the role of the account management should not be considered to be learning consultancy, digital consultancy or bespoke learning design, which are out of scope for the Service Integrator. Consequently, there is no design, project management of other costs associated with providing the account management service.
- 6.2. The Supplier shall provide an account management service that includes, but shall not be limited to:
 - 6.2.1. Providing access to an account management team with specific named contacts for departments, functions and professions.
 - 6.2.2. Providing an account management team to represent the Buyer and the end to end learning offer at specific learning events and roadshows this will include but not be limited to: Civil Service Live events (annual large scale events), ad hoc requests from departments, functions and professions.
 - 6.2.3. Working with the Buyer to determine complex requirements that may cut across suppliers.
 - 6.2.4. Working with departments, functions and professions to resolve priority or complex service issues where first point resolution via the service centre is not possible
 - 6.2.5. Providing an escalation point for complaints procedure where appropriate.

7. Engagement and Learner Experience

- 7.1. The Supplier shall work effectively across the Civil Service, which is made up of a number of complex and diverse organisations. Engagement with the Buyer, departments, functions and professions is a key element of the SI responsibility, working closely with the Buyer to ensure consistent messaging about the learning offer and how to access.
- 7.2. The activities for which the Supplier shall be accountable may include, but not be limited to:
 - 7.2.1. Contributing to the governance requirements of the Buyer to ensure clear board responsibilities and identify sponsors and subject / department leads to support in the development of any new learning. This engagement time will be viewed as key to building relationships and NOT be regarded as chargeable.
 - 7.2.2. Working with the Buyer and, specifically the Digital Service team, to ensure that all proposed digital products and services have been approved by the relevant digital governance structures and standards.
 - 7.2.3. Working with the Buyer and, where appropriate, departments, functions and professions to arrange schedules of face to face training.
 - 7.2.4. Providing a service centre that shall be the first port of call for all telephone and email enquiries about products, particular courses and payment/ invoice queries.

- 7.2.5. Developing a collaborative approach with other Learning Frameworks' suppliers to ensure that the Buyer, department, functions and professions get accurate information and do not experience delays in service.
- 7.2.6. Working with departmental, professions and functions Learning and Development coordinators, who will book delegates onto learning as a block booking. The Supplier shall work with departments, functions and professions to manage delegate attendance and manage any enquiries.
- 7.2.7. Where events are run on Government estate the Supplier shall connect with the nominated department representatives on room availability, logistics (booked names at the door for access, storage of materials, equipment issues) and dates.
- 7.2.8. Where events are delivered internally by the Buyer, the Supplier shall connect with nominated representatives to manage any enquiries.

7.3. Marketing, Communications and Learner Experience

- 7.3.1. The Supplier shall work in partnership with the Buyer to deliver consistent messaging throughout the wider learning ecosystem in the Civil Service ensuring all joint activity ultimately leads to the Buyer's long term strategic vision of enabling a culture of learning in the Civil Service.
- 7.3.2. The Supplier shall provide appropriately skilled marketing and communications resources and expertise to:
 - 7.3.2.1. Maintain active communications and dissemination of key messages with all those working within the Supplier's organisation and supply chain and to ensure all parties are kept up to date with developments.
 - 7.3.2.2. Provide input and insight to ensure that the total customer experience is exceptional, particularly where the customers (learner, L&D lead etc.) is engaging with more than one contracted supplier. This should include customer journey mapping expertise to ensure that all aspects of customer experience are properly considered, and appropriate user testing and insight is incorporated in all requirements.
 - 7.3.2.3. Ensure consistent application of branding, including visual identity and maintaining the Buyer's style and tone of voice (or development of alternative branding approaches for different customer groups, specific campaigns and customers). This should be applied to all course materials, customer communications, classroom signage and IT. In relation to digital products hosted on the Civil Service learning website, all branding must be approved by the Buyer's Digital Service teams.
 - 7.3.2.4. Proactively work with Buyer teams on specific communications campaigns, working collaboratively to create a joint forward look of key themes to focus joint communications in the future.
 - 7.3.2.5. Take ownership for content creation and management for specific campaigns related to learning (for example learning at work week) as and when required.
 - 7.3.2.6. Following content management best practice and guidelines as specified by the Buyer, particularly when providing content for digital products or services.
 - 7.3.2.7. Work closely with the Buyer as required in the creation, and management of specific learning communities of practice in the learning and development professional community.

- 7.3.2.8. Coordinate and collate data from the learner, department, functions and s professions enquiries to improve the customer experience and inform the Marketing, Communications and Learner Experience.
- 7.3.2.9. Share key insights from across the system with the Buyer, working towards creating a shared collaboration relationship management tool to share intelligence and themes from across the system and avoid mismatch of messages with key stakeholders, ensuring systems are compliant with Contract Schedule 16 - Security for GPG
- 7.3.2.10. Collaborate with the Buyer in the delivery of their 'intelligent customer' campaign that aims to build a more positive, direct partnership between commercial suppliers, departments Functions and professions.
- 7.3.2.11. Create and generate content and materials that explain the processes, products and programmes that comprise the end to end provision and are constantly updated and disseminated.
- 7.3.2.12. Generate and create content that creates a strong bank of case studies that articulate how the learning offer is being used across government and that can be used by the Buyer for other campaigns.
- 7.3.2.13. Partner with the Buyer in generating content and actively managing marketing campaigns that support the Civil Service's vision to enable a culture of learning in the organisation.
- 7.3.2.14. Promotion of the Buyer's learning offer externally to the Civil Service to position the learning offer as best in class core learning provision. Activity may include managing award bids, collaborating with other UK governments alongside the Buyer to promote the offer as world leading.
- 7.3.2.15. Provide marketing expertise to generate insight-led promotional activity to incentivise and motivate learners to take up individual products as appropriate and in line with wider learning objectives and initiatives across the Civil Service.
- 7.3.2.16. Support and, at times, lead on the development of appropriate marketing materials (e.g. design and production of conference stands, video material, leaflets, brochures etc.) as required to promote learning, behaviour change or particular products that is in-line with the Buyer's branding guidelines and consistent.

7.4. Quality Assurance and Continuous Improvement

- 7.4.1. The Service Integrator shall work in partnership with the Buyer to ensure that the learning offer (in particular the XCS offer) is continuously improved and continues to provide an excellent and relevant learning offer for Civil Servants at all grades across government. Responsibilities of the Service Integrator shall include but not be limited to:
 - 7.4.1.1. Partnering with the Buyer to define standards and criteria for the curriculum
 - 7.4.1.2. Working with the Buyer and other suppliers to create new innovative approaches and systems to support learning in the Civil Service and/or specific learning products or programmes, including at short notice
 - 7.4.1.3. Piloting new learning products and assuring due diligence before new products can be fully released to the Civil Service; and

- 7.4.1.4. Consistently seeking opportunities to transform and continuously improve the contracted services.

8. Design and Delivery of Cross Civil Service Curriculum

- 8.1.** The Supplier shall design and deliver learning programmes for the XCS, which will include attractive, engaging and innovative solutions that deliver the specified learning outcomes.
- 8.2.** The Supplier shall work with the Buyer, departments, Functions and Professions to improve the quality of the user experience, making sure that it is as simple as possible to access learning and ensuring good customer service throughout and determine priority learning needs.
- 8.3.** The Supplier shall innovate and drive quality of learning by blending together different learning solutions to support learners to find the right learning when they need it.
- 8.4.** The Supplier shall ensure quality and drive value for money of learning, for example by making full use of technology and curating bite sized modules from existing free resources.
- 8.5.** The Supplier shall use expertise in designing, delivering and evaluating to ensure high quality multimodal learning, utilising a range of methods and learning techniques to support a blended approach using the 70:20:10 model.
- 8.6.** In circumstances where materials, training briefs and learning content are Crown IP, the Supplier will deliver existing content and will work with internal design teams and subject matter experts to ensure material is up to date and meeting quality standards (as agreed within the Service Level Agreements).
- 8.7.** The Supplier shall develop blended learning¹ content to match the specified requirements by the Buyer and to suggest enhancements based on experience of working with similar organisations and users.
- 8.8.** The Supplier(s) shall:
- 8.8.1. Work with other Suppliers developing learning products for Cross-Civil Service Curriculum to ensure all learning products are compatible and provide a seamless user journey for the learner across the whole curriculum.
- 8.8.2. Work with the Buyer, departments, Functions and Professions to understand business needs, learning outcomes to design and support a learner. The process should ensure that suitable contracting with line management to identify measurable outcomes for the learner and the business has been undertaken.
- 8.8.3. Work in partnership with the Buyer, subject matter experts and nominated steering groups representing business users for design, development and evaluation.
- 8.8.4. Develop with the Buyer, multi-purpose learning products which can be used flexibly for all learners at all of the levels indicated, reducing duplication of design cost and providing consistent messages based on evidence of what works.

¹ *GPG definition of a **Blended Learning Solution** is a curriculum consisting of some or all of the following (not an exhaustive list): workplace learning activities, self-managed group activities (e.g. learning sets), facilitated group activities, workshops, coaching, e-learning (including online documents and short "how to" crib guides) and a web-based communication forum.

- 8.8.5. Create learning that provides the most suitable blend of methods and approaches to support successful skills and knowledge development and enable the learner to apply their learning. This will include balancing face to face, work-based and online learning taking into account cost and other constraints.
- 8.8.6. Provide sufficient resources, including an effective project management resource, to ensure successful delivery of learning (from transition period), with roll-out immediately thereafter.
- 8.8.7. Develop learning programmes/journeys with learning resources that meet the technical specifications and digital standards required for hosting on the Buyer's Civil Service Learning website.
- 8.8.8. Ensure all online learning and information for learners meets Web accessibility Guidelines AA compliance is required as a minimum.
- 8.8.9. Work with the learning sponsor² to continuously improve existing (Generic and bespoke) learning products and horizon scan for future development opportunities.
- 8.8.10. Deliver learning products overseas, as and when required. This may be through its supply chain, through a train-the-trainer approach, or online and with the agreement of the Buyer. Crown Copyright materials will be freely available to departments.
- 8.8.11. As and when required by a Buyer, the Supplier shall provide the department with training material so that their own trainers can deliver it.
- 8.8.12. For open courses, many products will run on a regional basis and the Supplier shall schedule courses across a range of locations depending upon demand. Locations are likely to be: London, Birmingham, Manchester, Merseyside, Bristol, Glasgow, Leeds, Cardiff, Edinburgh, Newcastle, Norwich and Swansea. The Buyer reserves the right to add other locations if there is a need.
- 8.8.13. For closed courses, locations will be specified by departments and the Supplier shall provide delivery right across the UK and overseas as and when required; arrangements for events should be made within agreed timescales.

9. Product Design and Development

- 9.1. The Supplier's learning representatives shall work with the Buyer, departments, Functions and Professions to develop product outlines. There will be a requirement for significant collaboration with cross government and industry experts on the design and specification of specific modules. In the implementation phases, the Supplier shall be required to deliver newly designed products in parallel to the continued delivery of existing products.
- 9.2. Once the specification is approved by the Buyer, the Supplier shall develop a full product design and support materials as agreed. Where programmes have an element of face to face training, the initial development cost and re-design costs (such as updating and continuous improvement) will when agreed need to be recouped through the prices charged to those attending (the delegate rate), decisions about the approach should be made by the relevant board or sponsoring unit with the Buyer. However, for standalone digital learning, the product costs will normally need to be recoverable directly from the Buyer (or sponsoring unit).

² Sponsor is the lead from GPG , department, profession or function (this may include subject matter experts)

- 9.3.** The Supplier and the Buyer shall agree a mechanism whereby, if there are instances where the Buyer pays for design costs up front, this is reflected in a lower unit cost of learning to departments. For transparency purposes, the Supplier shall show the breakdown of design costs in the pricing schedule. Costing should be provided promptly for agreement before work starts, the Supplier will ensure that delivery remains within cost or agree any amendments to the pricing with the Buyer.
- 9.4.** The Supplier shall ensure that the most appropriate learning interventions are used to meet the learning outcomes. This could include a blend of learning solutions from a simple combination of, for example: reading, a face to face course, some workplace activities to help consolidate and apply the learning, building innovative learning solutions to increase social learning opportunities, and to encourage greater workplace learning.
- 9.5.** The Buyer will own the products required for delivery across the Civil Service (e.g. Crown IP), unless otherwise agreed. The Supplier shall seek sign off for both the content and approach from the Buyer and the appropriate advisory board.
- 9.6.** The Supplier shall comply with and shall not be limited to the following service standard requirements;
- 9.6.1. All designs will make the best use of digital learning and face to face learning to meet learning outcomes. The Buyer expects to run most products as a pilot before sign off. The Supplier is required to be agile using evidence to continuously improve the learner experience.
- 9.6.2. The Supplier shall act as an innovative partner to the Buyer with a high level of understanding of what makes great learning. All learning must meet the latest WCAG (Web Content Accessibility Guidelines) accessibility requirements (AA compliance is required) and the required technical specifications for our digital learning platform.
- 9.6.3. A request for contextualisation of existing Crown Copyright or existing learning, to meet specific audience requirements, may be requested where a closed course is being held for a specific department without additional cost.
- 9.6.4. The Supplier shall carry out up to 25% of contextualisations without additional charge, this would include:
- 9.6.4.1. Adding a departmental, function or profession introduction to explain the context (provided by direct engagement with the relevant lead).
- 9.6.4.2. Changing case studies to a specific example (provided by direct engagement with the relevant lead).
- 9.6.4.3. Swapping modules from the existing learning in the Buyer's portfolio to create new programmes, where the costs are equivalent.
- 9.6.4.4. Curating existing training courses/digital/workplace learning into a programme.
- 9.6.5. Contextualisations of existing curriculum which involves significant redesign (more than 25%) of content may be chargeable at the relevant design rate. The type of amendments that could be agreed are:
- 9.6.5.1. Design of new documents or videos to provide context (not created by the department).
- 9.6.5.2. Design of new exercises or materials.
- 9.6.5.3. Writing of tailored departmental support materials on behalf of the department.

9.6.5.4. Changes to models or modes of delivery e.g. online learning being delivered in face to face workshops.

9.6.6. Workshops shall be geared to the maximum feasible group size. Group sizes currently range from 8 to 30 depending on the learning delivery model, and on average there is 16 to one facilitator. The designs should be sufficiently flexible to scale up and down according to demand and suitability of the learning outcomes. The Buyer will agree with the Supplier the approach to take when bookings are just below or just above these levels, where another run of the product is not imminent.

- 9.7. The Supplier shall work with the Buyer to develop a funding stream to meet basic technical upgrades and learning content to ensure it is current and fit for purpose, as part of the Buyer's approach to continuously innovate and improve learning.
- 9.8. Materials shall be made available to the Buyer digitally where possible, with hard copy provided only if needed for a course. The Supplier shall reduce the impact on the environment and cost of printing, by providing materials digitally where possible.
- 9.9. The Supplier shall, when required, propose prices to be agreed with the Buyer for any additional services within scope of the Contract, that are not already included in the existing pricing schedule.
- 9.10. The Supplier shall ensure designs include support materials for further workplace learning, to promote the sharing of learning with colleagues and, in particular, specific activities to drive behaviour change and improve performance back in the workplace. This could include social learning networks, action learning sets, coaching circles and online forums.
- 9.11. The Supplier shall be responsible for the overall coordination and administration of Civil Service or external speakers and contributors where required for events and programmes as part of the Cross Civil Service Curriculum offer. The Buyer will help broker arrangements for involving existing civil servants in the delivery of selected products.
- 9.12. The Supplier shall be responsible for sourcing, contracting and payment as well as managing the contribution of any external, non-civil service speakers and contributions such as those from academia or the private sector.
- 9.13. The Supplier shall be responsible for briefing contributors to events. The evaluation of contributors shall be shared with the Supplier and the Buyer to ensure transparency of decision making and provide feedback to contributors.

10. Common Learning Themes

10.1. Research with departmental, Functions and Professions learning leads and a wide range of learners and their managers and Learning and Development leads has indicated that the Supplier shall deliver a central provision including and not limited to the following key curriculum areas:

- 10.1.1. Leadership, line management and change leadership
- 10.1.2. Personal effectiveness - including mandatory learning and wellbeing
- 10.1.3. Introductory learning on professions topics for non-professionals e.g. Finance, Commercial, Digital, Project Delivery

11. Leadership, Line Management and Change Leadership

11.1. This section provides a high-level Specification of required learning content that is aligned to the needs of individuals at each stage of their leadership and management career.

- 11.2.** The Supplier shall act as an innovative partner and bring a high level of understanding of current and emerging leadership and management development thinking to work alongside the Leadership College for Government (LCG). The Supplier shall work closely with identified stakeholders to deliver real change in management capability in an innovative, flexible, and cost effective model.
- 11.3.** The Supplier shall work closely with the Buyer to develop and/or deliver learning to Senior Civil Servants and talent pipelines and to support transformational change across and within departments, throughout the UK and overseas.
- 11.4.** The Supplier will be required to deliver Crown IP learning content and develop new blended learning content to support ongoing enhancements based upon experience of working with similar organisations and feedback from users.
- 11.5.** The supplier shall:
- 11.5.1. Observe and take into account parallel work streams' protocols and procedures when developing and maintaining the learning products.
 - 11.5.2. Work with other suppliers developing learning products for XCS to ensure all learning products are compatible and provide a seamless user journey for the learner across the whole curriculum.
 - 11.5.3. Work with the Buyer to design and support a learner to access the appropriate learning to meet their needs which align to the expected outcomes of the learning product. The process should support suitable contracting with line management to identify measurable outcomes for the learner and expected performance and business delivery.
 - 11.5.4. Work in partnership with the Buyer and a nominated steering group or board representing business users for design, development and evaluation. First point of contact for the Supplier will be the nominated Buyer learning consultant.
 - 11.5.5. Develop with the Buyer, multi-purpose learning products which can be used flexibly for all learners at all of the levels indicated.
 - 11.5.6. Develop cost effective learning that achieves a level of behavioural change and performance improvement which is designed in accordance with evidence-based practice to best leverage accessibility, geographical, and technological constraints.
 - 11.5.7. Provide sufficient resources, including an effective project management resource, to ensure successful delivery of pilot programmes to meet agreed timescale.
 - 11.5.8. Deliver updates to existing (generic and bespoke) learning products.
- 11.6.** The Supplier shall provide learning interventions that:
- 11.6.1. Support individuals new- to- role/level where the learning needs to provide development for the core requirements of individuals or managers transitioning into the role.
 - 11.6.2. Support the necessary step change in skills and behaviours required of managers for those individuals currently in role/at level looking to progress, thereby addressing the management capabilities required to be effective now and for the future.
 - 11.6.3. Define what success looks like at each level and build the skills and behaviours needed to be successful and meet expected standards for the level of responsibility. This will also help to define consistent behaviours and a common management language for managers in the Civil Service.

12. Management Essentials

12.1. The Supplier shall develop and deliver blended learning products for management development for Civil Service Grades from AA to Grade 6/7. These products shall form a large part of (but may not be confined exclusively to) the XCS and sit within the Leadership College for Government (LCG) portfolio.

12.2. Common learning requirements for introductory management, team leader and specific line management skills will include topics such as:

- Performance management / performance development
 - Objective/goal setting
 - Development planning
 - Giving feedback
 - Having constructive conversations
 - Coaching skills for managers
 - Team building - including leading remote teams, diverse teams and creative teams
 - Team learning
 - Strategic thinking
 - Managing change
-
- Engagement
 - Resolving conflict
 - Discipline and dispute resolution
 - Attendance management
 - Mental Health
 - Team Resilience

12.3. The Supplier shall deliver existing Crown IP materials, actively participating in their evaluation and continuous improvement.

12.4. The Supplier shall support the ongoing development of curriculum to meet common cross Civil Service needs and use the latest research to identify how best to design learning in the most appropriate way to support individuals to apply learning in the workplace, when they need it.

12.5. The Supplier shall work with the Buyer to develop a coherent learning approach that shall:

- 12.5.1. Provide for those transitioning into role - a defined learner journey to address the requirements of the role at the level indicated.
- 12.5.2. Provide for those in role/at level - a recommended learner journey to address the capabilities required to be an effective manager now and in the future.
- 12.5.3. Design activities, in collaboration with the Buyer's policy leads and department, Functions and Professions to embed the learning into the workplace.
- 12.5.4. Design, in collaboration with the Buyer, a process to support the learner journey, including: help develop innovative and collaborative approaches to work-based learning, learner-led learning (e.g. online materials and "how to"

guides, e-learning, work-based projects, discussion forums and learning sets), and one to one activities.

- 12.5.5. Include input of external best practice (for example: case studies and/or innovative work-based options involving the wider public sector / 3rd Sector/ private sector) into delivery of modules, and the option of giving participants access to other industries and delegates from other organisations.
- 12.5.6. Develop guidance material for the learner and line manager on the effective use of the learning products.
- 12.5.7. Develop processes for monitoring and evaluating the progress of the learning journey and the effectiveness of learning, working with the Government People Group.
- 12.5.8. Provide additional facilitation capacity to support the Buyer to deliver events for Senior Civil Servants as they transition to new leadership responsibilities. These are generally delivered by senior leaders from within the Civil Service but may require facilitators to support the events.
- 12.5.9. Additional products to address emerging leadership challenges will need to be developed in collaboration with the Buyer as required. The learning products needed to support the leadership challenges may be specific to particular client groups or to address broader organisational wide issues. The Supplier shall therefore be flexible and responsive to emerging needs.

12.6. The Supplier shall:

- 12.6.1. Deliver updates to existing (generic and bespoke) learning products.
- 12.6.2. Develop with the Buyer, multi-purpose learning products which can be used flexibly for all learners at this level.
- 12.6.3. Design in collaboration with the Buyer, learning modules, Action Learning and events to support the learning transfer.
- 12.6.4. Design in collaboration with the Buyer activities post-programme to embed the learning into the workplace.
- 12.6.5. Design in collaboration with the Buyer a process to support the learner journey. For example, help develop innovative and collaborative approaches to the work-based projects; social learning; supporting learner led group work (e.g. learning sets) to build a supportive network across Government and one-to-one activities.
- 12.6.6. The Supplier will design processes to ensure collaboration with the Buyer regarding necessary facilitation of events.
- 12.6.7. Design in collaboration with the Buyer a series of development modules for those in role, to address specific leadership challenges and different contexts.
- 12.6.8. Include input of external best practice (e.g. case studies and/or speakers) into delivery of modules and the options of giving participants access to other industries and delegates from other organisations.
- 12.6.9. Develop guidance and marketing material for department leads, learner and line manager on the effective use of the learning products.
- 12.6.10. The Supplier will design processes to ensure collaboration with the Buyer regarding necessary facilitation for internally designed learning.
- 12.6.11. Provide tools to assess capability and identify development needs to establish standards of effective performance and suitable learning to meet their needs.

- 12.6.12. Provide for those in role/at level a recommended learner journey to address the capabilities required to be an effective leader now and in the future.
- 12.6.13. Design in collaboration with the Buyer interventions that enable help to meet specific departmental or profession/functions leadership challenges.
- 12.6.14. Include input of external best practice (e.g. case studies and/or speakers) into delivery of learning events and support materials.
- 12.6.15. Design in collaboration with the Buyer relevant activities to gain experience in other sectors and garner best practices from large and complex commercial businesses. For example; job swaps, shadowing, etc.
- 12.6.16. Develop guidance material for learners and line managers on the effective use of the learning products.
- 12.6.17. Develop processes for monitoring and evaluating the progress of the learning journey.
- 12.6.18. Implement an evaluation process, which takes into account achievement of success by individual learners, how well learning supports business goals.

13. Personal Effectiveness

- 13.1. Personal effectiveness learning is any topic designed to support personal development rather than leadership and management capability. This covers a diverse range of common learning needs that have been identified as required by many departments. The Civil Service Behaviours Framework sets out the core behaviours needed across the Civil Service.
- 13.2. There is a requirement to maintain, develop, and deliver blended learning products for civil servants of all grades.
- 13.3. The Supplier shall need to work closely with profession leads and departments to develop and/or deliver learning to meet business needs. The partner should support continued innovation with a high level of understanding of current and emerging thought leadership.
- 13.4. Common learning requirements for personal effectiveness will include topics such as (this list is representative but not inclusive):
 - Assertiveness
 - Emotional intelligence
 - Wellbeing and resilience
 - Complex problem solving
 - Time management
 - Decision making skills in uncertainty
 - Critical thinking
 - Communications
 - Health and Safety
 - Records management
 - Diversity and inclusion ranging from unconscious bias and legal responsibilities to positive action learning events and programmes
 - Policy skills
 - Core skills of working in government, both domestically and internationally

- Communications skills to promote work to stakeholders
- Data, analysis and other analytical professions ;
- Essential skills, customer service;
- Compliance and mandatory learning
- Negotiation and influencing
- Facilitation skills

13.5. Awareness level introduction to subject specialisms, through working closely with professions to ensure the right standards e.g.

- Finance
- Digital and technology
- Commercial
- Project delivery
- Legal
- Analysis of evidence
- Policy, EU and international work and Devolution and intergovernmental working

13.6. The Supplier shall:

- 13.6.1. Deliver updates to existing (generic and contextualised) learning products. Products will be developed by the supplier working with stakeholder (learners, sponsors and subject matter experts) and signed off by the relevant board to develop detailed specifications and a suitable learning delivery model to meet needs.
- 13.6.2. Develop with the Buyer, multi-purpose learning products which can be used flexibly for all learners at this level.
- 13.6.3. Design in collaboration with the Buyer, learning modules, Action Learning and events to support the learning transfer.
- 13.6.4. Design in collaboration with the Buyer activities post-programme to embed the learning into the workplace.
- 13.6.5. Design in collaboration with the Buyer a process to support the learner journey. For example, help develop innovative and collaborative approaches to the work-based projects; social learning; supporting learner led group work (e.g. learning sets) to build a supportive network across Government and one to one activities.
- 13.6.6. Design processes to ensure collaboration with the Buyer regarding necessary facilitation of events.
- 13.6.7. Design in collaboration with the Buyer a series of development modules to meet common needs across the civil service.
- 13.6.8. Include input of external best practice (e.g. case studies and/or speakers) into delivery of modules and the options of giving participants access to other industries and delegates from other organisations.
- 13.6.9. Develop guidance and marketing material for learners and line managers on the effective use of the learning products.

- 13.6.10. Ensure that Crown IP learning is maintained and high-quality facilitators are assigned to deliver learning, including ensuring they have relevant experience and subject matter expertise.
 - 13.6.11. Provide tools to assess capability and identify development needs to establish standards of effective performance and suitable learning to meet their needs.
 - 13.6.12. Design in collaboration with the Buyer relevant activities to gain experience in other sectors and garner best practices from large and complex commercial businesses (e.g. case studies and/or speakers) into delivery of learning events and support materials.
 - 13.6.13. Develop processes for monitoring and evaluating the progress of the learner.
 - 13.6.14. Work with the Buyer to implement an evaluation process, which provides evidence to help improve learning and understand what works.(see Annex G - Management Information and Evaluation)
- 14.** The Supplier shall be expected to provide the existing topics, including but not limited to those listed at Annex G.

APPENDIX 2 – LOT 2 OFF-THE-SHELF (OTS) LEARNING

1. Introduction

- 1.1.** This Appendix 2 specifies the scope of the Lot 2 Off-the-Shelf mandatory requirements that the Supplier shall make available to the Buyer and their customers.
- 1.2.** The requirement is for a high quality, flexible and value for money OTS Learning provision to the Buyer and their customers.
- 1.3.** The Supplier shall ensure that quality OTS learning products including attractive, engaging and innovative solutions are made available to the Buyer and their customers.
- 1.4.** At such a time as the Buyer or their customer(s) places a Call Off Contract the precise details of the products and services ordered will be specified in the ensuing Order(s).

2. Scope

- 2.1.** The Supplier shall, manage, administer and maintain a service to provide access to OTS learning services. OTS is defined as an existing learning product that will include qualifications or a standardised learning solution that is already in existence and where the content stands alone and does not need to be contextualised for the Civil Service. The requirement will include the provision of a catalogue of off shelf courses/ qualifications through a flexible supply chain.
- 2.2.** The Supplier shall note learning solutions that require Civil Service contextualisation will be part of Lot 1's cross-Civil Service Curriculum, or Lot 4's Learning Design and Delivery.
- 2.3.** The Supplier shall provide a quality catalogue of off the shelf courses that offers a broad range of subject areas through a range of learning delivery methods, which are regularly refreshed.
- 2.4.** The Supplier shall deliver a quality customer experience, which follows a consistent and simple process that enables the Civil Service to learn and improve productivity through the provision of an Off-the-Shelf learning offer.
- 2.5.** The Supplier shall provide access to existing 'off the shelf' learning products quickly and at a value for money rate. These products do not require redesign for the Civil Service environment as the learning content is standardised. Through this Contract, the Civil Service will be able to respond to emergent learning needs and work with a supply chain to meet those needs swiftly and effectively.
- 2.6.** The Supplier shall improve the ease with which the Buyer's customers can access "off-the-shelf" learning solutions at a location and time that suits the learner whilst making sure that it is as simple as possible to access learning and ensuring good customer service throughout.
- 2.7.** The Supplier shall work with Civil Service departments, functions, professions and the supply chain to curate a quality catalogue of OTS learning products (comprising professional qualifications and courses run by professional bodies, and "off-the-shelf" learning products) that meet priority learning needs.
- 2.8.** The Supplier will need to work with the Buyer, departments, functions and professions to determine priority learning needs.
- 2.9.** The Supplier shall work with individual customers, as and when required, to create a bespoke catalogue of courses designed for each individual customer, which may include the requirement for a closed website on a private portal. The Buyer may also

require administration rights on the website to make text amends and other small changes. Precise requirements shall be defined and costs agreed under this Contract.

3. Common learning themes

- 3.1.** The Supplier shall conduct research with department and profession learning leads, a wide range of learners and their managers and Learning and Development Leads to ensure that there is a consistent need for access to:

- 3.1.1. Professional qualifications and courses run by professional bodies (e.g. CIPD, CIMA)
- 3.1.2. Off the shelf standardised learning products that are not part of a cross-Civil Service Learning Curriculum.

4. Product Design and Development

- 4.1.** The Supplier shall work with the Buyer, departments, functions and professions to specify what products should be added onto the catalogue of learning offers.
- 4.2.** The Supplier shall ensure that costings are provided promptly for agreement with the Buyer before any new offer is added to the catalogue, the Supplier shall ensure that delivery remains within cost or agree any amendments to the pricing with the Buyer.
- 4.3.** The Supplier shall ensure that learning interventions are suitable to meet the learning outcomes. This could include a blend of learning solutions from a simple combination of : reading, a face to face course and some workplace activities to help consolidate and apply the learning, and building innovative learning solutions to support the increase of social learning opportunities and encourage greater workplace learning.
- 4.4.** The Supplier shall comply with, and shall not be limited to, the following service standard requirements;
- 4.4.1. All designs will make the best use of digital learning and face to face closed learning to meet learning outcomes.
 - 4.4.2. The training organisation shall provide some contextualisation to the target audience where a closed course is being held for a specific department, profession or function to ensure it is relevant and to aid transfer of learning. The Buyer would expect up to 25% contextualisations to be carried out without additional charge, example this would apply to include:
 - Adding a departmental introduction to explain the context (provided by direct engagement with the departmental lead).
 - Changing case studies provided by the specific example (provided by direct engagement with the relevant lead).
- 4.5.** The Supplier shall ensure workshops optimise to the maximum feasible group size, depending on the delivery model, and prices should reflect value for money.
- 4.6.** The Supplier shall ensure that the designs are sufficiently flexible to scale up and down according to demand and suitability of the learning outcomes. The Supplier shall discuss and agree the approach to take with the Buyer when bookings are just below or above these levels, and another run of the product is not imminent.
- 4.7.** The Supplier shall ensure products include support materials for further workplace learning, to drive behaviour change and improve performance back in the workplace. This could include social learning networks, action learning sets, coaching circles and online forums as part of the standard delivery.
- 4.8.** The Supplier shall ensure that materials are made available to the Buyer digitally where possible, with hard copy only if used on a course. The Supplier shall work with

the Buyer to reduce the impact on the environment and cost of printing, by providing materials digitally where possible.

5. Description of Requirements

5.1. The Supplier shall deliver high quality multimodal learning, utilising a range of methods and learning techniques to support a blended approach using the 70:20:10 model.

5.2. The Suppliers(s) shall:

5.2.1. Work with their supply chain to make a catalogue of existing learning products that are not designed specifically for the Civil Service.

5.2.2. Provide learning that utilises the most suitable blend of methods and approaches to support successful skills and knowledge development and enable the learner to apply their learning. This will include balancing face to face, work-based and online learning taking into account cost and other constraints.

5.2.3. Provide learning programmes/journeys with learning resources that meet the technical specifications and digital standards required for hosting on a central Civil Service learning website. (see 4.7 - Digital Requirements)

5.2.4. The Supplier shall carry out any maintenance, modifications or changes to the Buyer's catalogues of courses with minimum disruption and this shall be completed out of normal office working hours. Timing of any such changes shall be agreed in advance with the Buyer.

5.2.5. The Supplier shall ensure that all online learning and information for learners must meet Web Accessibility Guidelines as set out in Mandatory Requirements above.

5.2.6. The Supplier shall deliver learning products overseas, as and when required; this may be through its supply chain, through a train-the-trainer approach, or online and with the agreement of the Buyer.

5.2.7. For open courses, many products will run across a range of locations and the Supplier shall schedule courses across a reasonable spread of locations depending upon demand. Locations are likely to be: London, Birmingham, Manchester, Merseyside, Bristol, Glasgow, Leeds, Cardiff, Edinburgh, Newcastle, Norwich and Swansea. The Buyer reserves the right to add other locations if there is a need.

5.2.8. For closed courses, locations will be specified by departments and the Supplier shall provide delivery right across the UK; arrangements for events should be made within agreed timescales.

5.2.9. The Supplier shall manage and deliver a "closed" programme of learning solutions for the Civil Service, as and when required.

5.3. The Supplier shall have flexibility, capacity and scalability to meet the current and future learning OTS needs and strategies of the Buyer.

6. Engagement and Learner Experience

6.1. The Supplier shall work effectively with the Service Integrator and across the Civil Service, which is made up of a number of complex and diverse organisations. The activity for which the Supplier will be accountable shall include, but shall not be limited to:

6.1.1. Working with the Buyer and, where appropriate, departments, functions and professions to arrange schedules of face to face training.

- 6.1.2. Developing a collaborative approach with other suppliers (within their own supply chain and the suppliers of the other Lots) to ensure that the customer gets accurate information and does not experience delays in the service.
- 6.1.3. Working with department, functions and professions, Learning and Development co-ordinators, who will book delegates onto learning as a block booking. The Supplier shall work with departments, functions and professions to manage delegate attendance and manage any enquiries.

APPENDIX 3 –SI, XCS AND OTS LEARNING

1. Introduction

- 1.1.** This Appendix 3 specifies the scope of the SI, XCS and OTS Learning mandatory requirements that the Supplier shall make available to the Buyer and their customers.
- 1.2.** The requirement is for a high quality, flexible and value for money combined XCS and OTS Learning provision, reflecting the benefits of the increased economies of scale, to the Buyer and their customers.

2. Scope

The Supplier shall provide the products and/or services outlined in the combined Appendices 1 and 2.

ANNEX A – INTRODUCTION TO THE CIVIL SERVICE

1. The Civil Service is large and complex, made up of over 100 organisations. Civil servants support the government of the day to develop and deliver its policies as effectively as possible and provides government services directly to the public. Civil Servants are politically impartial and independent of government and work in central government departments, devolved administrations, agencies, and non-departmental government bodies (NDPBs).
2. The work Civil Servants do – from delivering crucial front-line services direct to UK citizens at home and abroad (like helping people to find jobs or rescuing people in difficulty at sea) to policy development and implementation – touches on everyone's day-to-day lives. It is a 24/7 organisation, with employees both in the UK and overseas, many of whom are shift based.
3. Many Civil Servants receive 'technical training' within their departments e.g Civil Servants in the Department for Work and Pensions (DWP) will need to be able to understand specific legislative rules and regulations of the benefits system in order to make the correct decisions and use specific computer systems to process claims. Departments will continue to offer this training themselves and the provision of this training falls outside of this contract.
4. **A Modern Civil Service**
 - 4.1. Our ambition is captured in a Modern Civil Service which commits to building “a skilled, innovative and ambitious Civil Service equipped for the future. We will renew the Civil Service together to deliver on our purpose of providing high quality advice to the Government, outstanding services to the public and safeguarding the UK's prosperity and security at home and overseas.”
 - 4.2. The Annual staff engagement survey results provide evidence that whilst the Civil Service continues to improve levels of engagement there is still much more to do to improve leadership and create an inclusive workforce where people can give their best and achieve their potential.
5. **Workforce information**
 - 5.1. The Civil Service is large and diverse, made up of around 500,000 people spread across the UK and overseas. It also includes the Senior Civil Service (SCS): a group of around 5.5k civil servants with a high degree of leadership responsibility. These people take on the most senior positions within ministerial and non-ministerial Departments, executive agencies and non-departmental public bodies. Two thirds of SCS are based in London (compared to less than 20% of civil servants overall). Increasing numbers of civil servants are based outside the traditional Whitehall environment, throughout the UK or further afield.
 - 5.2. Around 1 in 4 works part time, over 80% work outside of London and around 35% of civil servants work in an administrative grade (ONS: Civil Service Statistics, UK: 2019).

- 5.3.** There are approximately 30 professions and 12 functions each led by a head of profession in the Civil Service ([gov.uk: About Us](https://www.gov.uk/about-us)), varying in size from over 200,000 in the Operational Delivery Profession to approximately 160 in Corporate Finance ([NAO: Capability in the Civil Service 2017](#)). Accordingly, they vary significantly in their maturity, ambition and resources, often working closely with professional bodies for accreditation and expertise.
- 5.4.** There are 25 ministerial departments (such as the Home Office and the Department for Work and Pensions), 20 non-ministerial departments (such as Her Majesty's Revenue and Customs and the Crown Prosecution Service), and 403 agencies and other public bodies, a large number of which are signed up to use GPG's expert learning service.
- 5.5.** The scope of this opportunity covers providing learning and development opportunities to those bodies that use GPG's expert learning service; this includes the majority, but not all departments and agencies, and these may also change from time to time.

5.6. Grades

Learning and development in this Contract will cover all grades:

- Administrative Assistant (AA)
- Administrative Officer (AO)
- Executive Officer (EO): Junior Managers
- Higher Executive Officers (HEO): Middle Managers
- Senior Executive Officers (SEO): Middle Managers
- Grade 7 (G7) and Grade 6 (G6): Senior Managers
- Senior Civil Servants (Grade 5 to Grade 1)

As of March 2024, there were 510,665 full time equivalent (FTE) civil servants.

ANNEX B – THE CIVIL SERVICE PEOPLE PLAN 2024-2027

1. To deliver the Government's priorities, the Civil Service must be skilled, knowledgeable and networked. Confident and capable civil servants must develop the full spectrum of skills relevant for their role, including gaining both broad universal knowledge and deep specialist skills.
2. The Civil Service People Plan sets out the Government's ambition to develop skills and knowledge in the Civil Service.
3. Further Information can be found here: [Civil Service People Plan 2024-2027 - GOV.UK \(www.gov.uk\)](#)

ANNEX C – CIVIL SERVICE PROFESSIONS AND FUNCTIONS

1. Introduction

- 1.1. Professions and Functions play a vital role in ensuring that Departments have the right enabling capability to deliver the business of Government. Ensuring that the members of any one of the approximately 30 professions of Government have the knowledge, skills and experience they need to be truly effective, is the responsibility of the Head of Profession (HoP). Supported by a capability lead or team, HoPs build the capability of the profession, providing clear career development and related learning to grow a skilled and valued workforce.

2. Definitions of Functions and Professions

- 2.1. A function delivers a defined and cross-cutting set of services to a department – and the Civil Service as a whole – through a collection of roles. Strong central leadership within a function sets the standard for quality of delivery in departments (and in the central function where delivery elements have been centralised).
- 2.2. The functional centre is responsible for shaping strategy, influencing the operating environment, providing coordinated service delivery, setting and embedding standards, providing clarity over decision making, tracking delivery, monitoring risk and providing assurance, building and deploying capability, and managing talent. Delivery of core services in a function will include a range of skills beyond the profession directly associated with the function.
- 2.3. A profession is a **group of individuals with common professional skills**, experience and expertise. In many cases the profession may be linked to a professional body that regulates membership and governs accreditation. The profession provides a career anchor for individuals, and may also have a body to guide professional development and progression.
- 2.4. Individuals may align to one or more professions, but will usually have a core professional anchor. A professional may not always work in the function directly associated with their profession, and not all professions link directly to the Civil Service functions. For example – *The HR function is made up of roles and activities that deliver HR services. To do this requires a wide set of skills found in a range of professions, e.g. commercial skills to work with third party suppliers, business planning and finance skills, operational delivery and administration to manage customer queries and payroll, as well as deep HR expertise to lead and deliver people strategies. The individuals working in the HR function that are part of the HR profession will have specific HR expertise and often be members of CIPD and/or have equivalent professional experience. HR professionals may also work in other functions.*
- 2.5. The following are lists of the current functions and professions but these may be subject to change.

Functions

Commercial	Finance	Legal
Communications	HR	Project Delivery
Corporate Finance	Internal Audit	Property
Digital	Analysis	Security
Fraud, Error, Debts and Grants		

Professions

Corporate Finance	Operational Research	Science and Engineering
Economist	Planning	Social Research
Intelligence Analysis	Planning Inspectors	Statistical
Knowledge and Information Management	Policy	Tax
Medical	Psychology	Veterinary
Operational Delivery	Security	Commercial
Communications	Finance	International Trade
Legal	Project Delivery	Internal Audit
Property	HR	Counter Fraud
Digital, Data and Technology		

- 2.6.** Most professions are coordinated by a central team, consisting of a Head of Profession, a Capability Team and Heads of Learning. Each profession varies hugely in size, from over 200,000 in the Operational Delivery Profession to approximately 160 in Corporate Finance.

2.7. Academies

Government academies are sponsored and delivered by departments or professions. With an emphasis on faculties of internal experts who share their knowledge and lived experiences with their peers, academies offer tailored and often blended learning for thousands of Civil Servants'.

Academies may require support to establish a recommended learning offer that is either part of the OTS offer or contextualised learning available across the Civil Service e.g. project management for all. They may require learning and development specialists who can offer learning design, facilitators or other services to support them to design career or professional standard frameworks or support build capability programmes to meet specific needs.

Department specific academies include the Defence Academy and the Diplomatic Academy; Cross Government professions academies include Government Finance Academy, the Commercial College, the Major Projects Leadership Academy, the Civil Service Leadership Academy and the Government Digital Service Academy.

Academies will work with Suppliers in the relevant lots to ensure that all parties are aware of learning offered across the Civil Service, to help prevent duplication and ensure that we can learn what offers the best quality and value.

2.8. Alignment with professional bodies and standards

Many professions are closely aligned to a specific professional body e.g. the Royal Institute of Chartered Surveyors or the Chartered Institute of Personnel and Development.

Professions are keen to grow relationships with these organisations and draw on their expertise, networks and learning offers. Listed below are some examples of relationships that have been developed.

Human Resources	Chartered Institute of Personnel and Development
Communications	Public Relations Communications Association, Market Research Society, Chartered Institute of Public Relations and Chartered Institute of Marketing
Legal	Solicitors Regulation Authority and Law Society
Finance	Chartered Institute of Public Finance and Accountancy and Chartered Institute of Management Accountants
Commercial	Chartered Institute of Procurement & Supply

Property	Royal Institute of Chartered Surveyors
Planning	Royal Town Planning Institute
Psychology	British Psychological Society and Health and Care Professions Council
Project Delivery	Association for Project Management
Operational Research	The Operational Research Society
Veterinary	Royal College of Veterinary Surgeons and British Veterinary Association
Medical	General Medical Council
Knowledge and Information Management	Chartered Institute for Library and Information Professionals, the Archives and Records Association, and the Information and Records Management Society

2.9. Where linked to an external awarding body a standard learning product will often meet needs. Due to the unique environment of the Civil Service, many professions find **off-the-shelf courses** require contextualisation (such as Law), or entirely new learning delivered by former or current civil servants (such as the Policy Profession). This requires an adaptable approach and mix of learning expertise to be able to create the right balance of learning.

2.10. Many professions have developed **professional standards** and **career frameworks**; documents describing the skills needed within different roles and levels. These aim to improve consistency in recruitment, enhance performance management, guide individual learning and identify capability gaps across government. Many are planning to conduct **capability assessments** of their professions. To support this work professions are likely to need assessment tools and consultancy to develop effective assessments aligned to career frameworks and linked to professional development that is available.

2.11. Professions recognise that their role in building **learning cultures** and enabling **informal learning** is different to departments, due to their focus on professional expertise, rather than project-based or departmental learning. Creating social networks where peers can share learning and provide expert feedback, mentorship and sharing best practice were all mentioned in the consultation, though their success depended on the professional model adopted.

- 2.12.** Many professions described an opportunity for **knowledge-sharing between members of different professions**, such as legal or commercial awareness across government. While their current priority is developing their own curriculum, this may be something that could be explored in the future.

ANNEX D – CIVIL SERVICE DIGITAL REQUIREMENTS

1. This annex covers the digital standards that are needed to manage and deliver the learning services covered within this specification.
2. **Civil Service Learning website**
 - 2.1. The website provides a single route through which users can access a variety of learning from suppliers and internal Civil Service learning teams. The successful Suppliers, will be expected to make their learning available via the Civil Service Learning website.
 - 2.2. The strategic objectives for the website are:
 - A single, fit-for-purpose Civil Service Learning website, providing the training and learning opportunities .
 - A website is informed by user-centred design principles and user requirements ensuring a consistent and user-friendly experience in line with the GDS Digital Service Standard.
 - A secure and robust service that is protected against personnel security threats and delivered to NCSC specification.
3. **Technical specification**
 - 3.1. All learning will be expected to be uploaded to the website and the Supplier is responsible for ensuring the quality of the learning and its technical suitability for the platform. The Supplier must observe the technical specification (see table below) when designing, developing and launching learning to ensure its suitability for the platform. Any failure to meet the technical specification will be resolved at the Supplier's own cost and at no additional cost to GPG . GPG reserves the right to update the technical specification as required. The Supplier will be expected to ensure that they are working from the most up-to-date specification when developing new products.
 - 3.2. There will be some opportunity to publish learning to the website in order to ensure that data and management information is tracking correctly. However the Supplier is responsible for ensuring that all learning is developed according to the technical specification, as well as any data schemas required by GPG , in order to ensure that reliable and accurate management information is obtained. Changes to data schemas and tagging will be subject to the appropriate Cabinet Office Governance processes.

Technical specification	
Criteria	Notes

Browser Audience	<p>Based on browser usage of the live site:</p> <ul style="list-style-type: none"> Internet Explorer almost accounts for 70% of the Desktop current user base <ul style="list-style-type: none"> IE11 63%, IE9 22%, IE8 13% IE7 2% Chrome 18% Firefox 6% MS Edge 4% Safari 2%
Devices Support	Designed to work on desktop and mobile devices using Responsive Design. Covering popular tablet and mobile phone resolutions. Three general profiles Desktop (1024x768), Tablet (768x1024), Phone (360x640).
Styling	Uses or conforms to gov design pattern. As defined by https://www.gov.uk/service-manual/design . Importantly the styling follows the elements guide http://govuk-elements.herokuapp.com/ .
Accessibility	Meets government accessibility guidelines. Code and content meet WCAG level AA (all A and AA requirements as laid out in https://webaim.org/standards/wcag/checklist).

Content Packaging and Tracking (supported for MVP)

Criteria	Notes
Packaging of content	<p>Supported packaging formats:</p> <p>SCORM “Package Interchange Format”. Implying that all content is supplied as a zip archive. This needs to include a SCORM manifest file - see the next section.</p> <p>*In GOMO 3.0. Content is exported in the “Package Interchange Format” regardless of the tracking method supplied.</p>

SCORM Manifest file included in the “Package Interchange Format”.	<p>A SCORM 1.2 imsmanifest.xml is included specifying at a minimum:</p> <p>Identifier and Title</p> <p>The first organization within the organizations element will be used to take the *identifier.</p> <p>E.g.</p> <p>/manifest/organizations/organization/title</p> <p>*The manifest supplied identifier is currently not used.</p> <p>The Launching Item</p> <p>The first launchable resource of scorm type sco will be taken as the start page.</p> <p>e.g.</p> <p>/manifest/resources/resource/title[@adlcp:scormtype="sco"]/@href</p> <p>To Be considered</p> <p>Mastery To be defined for usefulness.</p>
Tracking	<p>Supported tracking</p> <p>SCORM 1.2. LPG will replace SCORM based tracking with xAPI tracking by dynamically replacing the API with a SCORM-to-xAPI-Wrapper as defined at https://github.com/adlnet/SCORM-to-xAPI-Wrapper.</p> <p>xAPI events will be a subset of those defined by the profile https://w3id.org/xapi/scorm</p> <p>GOMO Authored Content</p> <p>GOMO 3.0 authored packages will have the tracking switched to xAPI by replacing the stores content tracking format.</p> <p>Current xAPI events being tracked:</p> <ol style="list-style-type: none"> 1. Passed (check if this is more relevant than Completed, which provides its own score) 2. Launched 3. Experienced (using Gomo's own xAPI Extension for progress) 4. Completed

4. Website support

- 4.1. The Supplier shall provide first-line support for the learning website as outlined below.

4.2. This support shall include, but not be limited to, providing first-line support for any website issues and enquiries. This support desk will be accountable to the Digital Learning Team for answering phone calls and emails relating to the website, triaging these enquiries and issues appropriately and in line with the priorities agreed with the Digital Learning Team. The Supplier will be accountable to the Digital Learning Service Manager for their performance and reporting in relation to these agreements.

4.3. A description of the responsibilities for the Contracts is below.

This Contract

Description	Details
Answering calls regarding website issues and feedback	Provision of telephone answering service with sufficient staff levels to meet demand. Call centre staff must be trained to answer questions relating to the learning platform.
Answering emails regarding website issues and feedback	Provision of email answering service with sufficient staff levels to meet demand. Staff must be trained to answer questions relating to the learning platform.
Triaging enquiries to relevant internal and external contacts as needed.	Effective and timely triage of issues, feedback and enquiries as appropriate and as agreed with the Authority and as per relevant SLAs.
Effective engagement in the business continuity and disaster recovery activities	Timely communication of critical and high priority incidents as outlined in relevant SLAs. Providing clear and consistent messaging regarding critical and high-priority incidents to the Authority and, if required, relevant users. Follow relevant business continuity processes when involved in a critical or high-priority incident and triage appropriately. Notify the Authority if a high or critical incident is expected but not confirmed. Be an active participant in the resolution of critical or high-priority incidents and ensure that all staff are aware of their responsibilities in preparation for high or critical incidents.
Deliver messaging and communications as required by the Buyer relating to learning or the digital services that are required to provide that learning	From time-to-time, the Supplier may be required to communicate messaging, with GPG agreement, to users and other Suppliers. In these instances, the Supplier should ensure that communications are timely, relevant and consistent with the approved messaging agreed with the Buyer. The Supplier must not do anything that undermines the Buyers learning platform or its business case and must not conduct themselves in such a way as to bring the Buyer or its digital services into disrepute.

Provide assisted digital support to users	If required by the Buyer, the Supplier should be willing to provide assisted digital support to users, who are unable to use the Buyers website/s.
Communicate compliance with digital specifications to other Lots	The Supplier of Lot 1 should ensure that all Suppliers of others lots are aware of the responsibilities as outlined in this Annex, particularly in relation to compliance and best practices.
Encourage a digital-first approach to finding, booking, doing and recording learning	Encourage users to find and book their learning online, while not actively discouraging bookings over the phone, the Supplier should encourage a digital-first approach.

All Contracts

Description	Details
Bookings and booking administration	The Supplier/s will ensure that all learning, bookings, notifications (including joining instructions and pre-learning) are conducted via the learning platform provided by GPG , unless authorised by GPG relevant digital governance boards to do otherwise.
Data processing	Process all data in accordance with the Security Schedule and as per the Schedule of Processing, Personal Data and Data Subjects. Ensure that all data management and retention is GDPR compliant and in line with and for the purposes outlined in relevant privacy notices. Be transparent and clearly communicate data management and usage to the Buyer for the purposes of demonstrating compliance. Willingly comply with audits as required to do so by the Buyer. To comply with any further written instructions with respect to data processing by the Buyer. Be an active participant in relevant data processing and security boards, if required by the Buyer to attend.

5. Governance and engagement

- 5.1. The Supplier must not do anything that undermines GPG digital services, their business cases and must not conduct themselves in such a way as to bring GPG or its digital services into disrepute.
- 5.2. The Supplier must not provide competing website provision unless approved by GPG 's relevant digital governance boards, and must actively support the centralised learning model by providing learning via these services unless otherwise approved.
- 5.3. The Supplier shall work with GPG to ensure that all proposed digital products and services have been approved by the relevant digital governance structures and standards.

- 5.4. The Supplier/s must ensure that all new digital products/services and or solutions have received the necessary approval before commencement of work.

6. Integrations

- 6.1. The Supplier shall ensure that all integrations with Civil Service systems and its Digital Services comply with Call Off Schedule 9a - Security for GPG and requirements specified by GPG for data handling and transfers.

7. Ways of working

- 7.1. GPG utilises an agile approach. The Supplier shall adopt agile and lean practices as required by the Buyer, engaging with GPG by attending stand ups, sprints and show and tells as required.
- 7.2. The Supplier shall ensure that they have the tools and technologies to collaborate with GPG in meetings or be willing to attend GPG offices as required.
- 7.3. The Supplier shall work as 'one' team with GPG and always be inclusive and collaborative by default.
- 7.4. All documentation and outcomes should be the result of collaboration. The Supplier shall collaborate with GPG on delivery of digital services. Where actions are required by GPG in order to deliver the Supplier's contractual commitments, the Supplier shall plan effectively by ensuring that delivery dates are negotiated and agreed with GPG and its contributors. Any failure to agree dependencies or actions with the Buyer will be considered the responsibility of the Supplier.

8. Learning content and editorial permissions

- 8.1. When providing learning, the Supplier shall adhere to the most up-to-date WCAG standards to a minimum of AA. GPG reserves the right to request alterations to any learning that fails to meet these standards at the Supplier's cost and any resulting direct loss of revenue as a result of learning not meeting these standards will not be reimbursed to the Supplier by GPG.
- 8.2. The Supplier shall ensure that they have the means to thoroughly test and quality assure their learning products before delivering these to GPG. The Supplier shall ensure that any new or pre-existing learning is thoroughly tested ahead of launch or relaunch.
- 8.3. All Suppliers must follow the content management guidelines provided by GPG. Failure to follow these guidelines will result in content being removed or changed. GPG reserves the right to request alterations to any content that fails to meet these guidelines at the Supplier's cost. Any resulting direct or indirect loss of revenue to the Supplier, as a result of content not meeting these standards, will not be reimbursed.

9. Access permissions

- 9.1.** Where the Supplier requires access to the GPG services and platforms they may require permissions. In this instance, the Supplier will be expected to observe the restrictions regarding the use of those permissions and ensure that they are compliant with the relevant permission policies.
- 9.2.** The Supplier must use permissions for the purposes for which they have been provided. The Supplier must not request permissions for their staff that are unlikely to be used for these purposes.
- 9.3.** The Supplier shall ensure that all of their staff understand their responsibilities when handling data.
- 9.4.** The Supplier shall ensure that any staff with permissions to the platform have relevant required security clearances and that these are current.
- 9.5.** The Supplier shall ensure that all staff hold the appropriate Security clearances and, where this is not the case, they must be willing to undergo these clearances at the Supplier's cost.
- 9.6.** The Supplier shall not misuse their access permissions. Any misuse will result in permissions being removed and GPG will not reimburse any financial losses that are incurred by the Supplier as a result of permissions being revoked.
- 9.7.** The Supplier shall ensure that when their staff move within or leave their organisation, and no longer require their permissions then GPG is contacted as soon as feasibly possible so that the relevant permissions can be revoked or updated.
- 9.8.** The Supplier shall only request permissions that are needed for performance of this contract and shall ensure that the number of requested permissions is kept to a minimum.
- 9.9.** The Supplier shall ensure that all staff with permissions understand their responsibilities with regards to those permissions and have been appropriately trained to use their permissions. Where training is required by GPG there may be a charge.

10. Functionality and enhancements

- 10.1.** If new or updated functionality is required in order to deliver, manage or optimise the Supplier's products or processes then this will be at cost to the Supplier, unless otherwise agreed with GPG.
- 10.2.** All new requests for functionality and enhancements will be subject to the relevant digital governance. Unless otherwise agreed, iterations and enhancements requested by Suppliers will be chargeable to the Supplier at cost.

ANNEX E – CIVIL SERVICE DIVERSITY AND INCLUSION STRATEGY: 2022 - 2025

Background

- 1.1. The Civil Service Diversity and Inclusion Strategy 2022 maintains our focus on mainstreaming the delivery of inclusion, and achieving our key priorities as outlined in the Declaration on Government Reform. We will continue to build a more inclusive Civil Service going further than the current Equality Act provisions by building on and expanding a previous focus on Protected Characteristics to deliver for all of our people.
- 1.2. The solutions provided by the Learning Frameworks must support the Civil Service Diversity and Inclusion Strategy 2022.
- 1.3. Further information can be found here: [Civil Service Diversity and Inclusion Strategy: 2022 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/civil-service-diversity-and-inclusion-strategy-2022-to-2025)

ANNEX F – CIVIL SERVICE MANAGEMENT INFORMATION AND EVALUATION

1. This annex is concerned with Management Information and Evaluation as relates to learners' engagement in learning and their and others' feedback on the quality and impact of learning.
2. The Civil Service's Learning and Development Evaluation strategy sets out GPG's long-term ambition to transform the way that we use evaluation and this document underpins our requirements for management information and evaluation.
3. **Overview**
 - 2.1. The broad principles are that GPG and its customers (principally departments and professions) need to be able to easily and securely access accurate, complete information on engagement with and the impact of learning:
 - online reporting - depending on context this may mean facilitating access via reporting interfaces as a means (privately) to share dashboards;
 - data feeds - some contexts will necessitate the use of API, SQL server or their equivalents to provide access to data for GPG and their approved customer departments, professions or other partners. GPG will be able to draw the data sets for use in comprehensive HR analytics and services. Online reporting and data feeds are not mutually exclusive
 - In both cases it will be the supplier's responsibility to ensure compatibility between chosen platforms/media and customers' infrastructures

- in “real time”³
- in aggregate and at the individual transaction (e.g. booking) or response (i.e. with respect to evaluations) level
- routinely and in response to ad hoc requests (including customer queries, Freedom of Information (FOI) requests and Ministerial and Parliamentary Queries)

2.2. The Suppliers shall provide complete, accurate and timely data to enable this management information and evaluation activity. Strategic discussions and decisions will be made with the Service Integrator on their role in providing an online reporting service to meet department and profession needs. This could include providing the end-to-end online reporting service (alongside the complete data feed for GPG) or a hybrid model working in collaboration with the GPG /third-party to provide the service.

4. Responsibilities of the Service Integrator

- 3.1.** One of the principles of the Service Integrator is that GPG customers have a single point of contact to engage in and manage learning. Similarly, reporting on learning needs to be accessible in a single location: The Service Integrator will be responsible for managing and enforcing information standards between other Lot Suppliers, contractors, subcontractors and collating information from these and, where agreed with the GPG, internal Civil Service learning provision⁴ to deliver timely, accurate and consistent reporting on learning engagement and feedback.
- 3.2.** All Lot Suppliers shall be responsible for delivering scalable solutions to evaluate learning, working in collaboration with GPG to incorporate all feedback on learning in one place. GPG will provide tiered evaluation templates (i.e. involving more extensive evaluation for longer / more involved programmes of learning) allowing evaluation surveys to reflect the learning they evaluate (e.g. tailoring question wording explicitly to refer to learning objectives) and gauging feedback on learners’ opinion on the learning, their expectation and experience of its application and their and their nominees’ views on its impact.
- 3.3.** The Supplier shall issue online evaluations to learners:
- within 24hours of engagement with learning (this will be a full survey for classroom-based learning or analogous online content, or a significantly lighter touch survey for shorter interventions like reading an article or watching a video)

³ It is sufficient in most cases that reported MI be accurate subject to prompt receipt and processing of, say, event attendance information and a 24 hour clearance cycle. This is as distinct from instances where, for example, an event booking page needs to reflect availability in genuine real time.

⁴ This includes learning managed and delivered by central civil service teams

- after they have had an opportunity to apply the learning (probably around 2 months after completing a topic) for more substantial learning interventions
 - where appropriate, to learners' nominees (e.g. line managers) to provide feedback on learners after learning has an opportunity to affect performance (probably 3-6 months after completing a topic or programme) for high impact interventions, e.g. programmes.
- 3.4.** The Supplier shall be responsible for ensuring learning engagements are evaluated sufficiently robustly (including in sufficient volumes) to present statistically valid evidence of learning quality at the product, supplier and Contact level and informative views at the event level.
- 3.5.** The Supplier shall work with GPG to test the impact of variations to how they evaluate learning (e.g. survey timing and/or content) and will feed these back to develop the scaled model over the life of the contract.
- 3.6.** The Supplier shall work with GPG, departments, professions or functions (including on a chargeable basis) to develop event or programme specific variations or approaches to evaluations, for example to examine specific areas not covered by the standard evaluation template (e.g. delegates' impressions of an event-specific use of technology) or to develop deeper and/or qualitative insights, for example looking in greater detail at business impacts.

5. Report contents

- 4.1.** In addition to the provisions set out in the Contract and Continuous Improvement monitoring (Call Off Schedule 3), GPG and its customers will have varying reporting needs. They will need reporting typically down to the event/department/profession level and up to the learning supplier/ curriculum area, sub-contract,
- 4.2.** In addition to automated reporting, this will necessitate periodic "deep dives" into specific topics, programmes, curriculum areas and/or contracts. Departmental customers will consume reports at the department and sub-department level⁵ (with an interest also in examining specific events) with the ability to identify individual learners. Customers in professions with views both of:
- learning activities undertaken by members of their profession (including learning 'belonging' to other professions)
 - uptake of learning that belongs to their profession (i.e. including by learners from different professions) and learners' characteristics.

⁵ i.e. sub-departmental users should only be able to see learning relating to employees of the sub-department; departmental users should be able to filter between central department views, broader departmental views (i.e. including sub-departments and similar entities) and views exclusively relating to sub-departments and similar entities

- 4.3.** As stated above, reporting needs to be available to most GPG customers in aggregate (e.g. dashboards, visualisations and summary tables) and disaggregated forms (e.g. data tables, whether accessed as tables, APIs, SQL data or otherwise).

6. Engagement

- 5.1.** Learning engagement information is analogous to booking information (though relates also to learners' use of resources like articles, videos and feedback tools that aren't 'booked' in the same way as classroom-based learning). In a booking context (and by analogy in broader contexts) this will include:
- Learner identifiers and demographics (e.g. official email address, employing department, grade, profession and potentially protected characteristics)
 - Booking details (e.g. booking id, date, cost)
 - Event details (e.g. event id, name, date, curriculum area)
 - Outcome information (e.g. attendance, assessment results)
 - Billing information (e.g. payment method, date and reference numbers)
 - Details of any other costs accrued to topics or events, including design costs not directly associated with any single booking

7. Feedback

- 6.1. Feedback** reports should capture:
- Questions asked and answers given
 - Feedback date
 - Question categories (including any SLAs they relate to)
 - Learner details
 - Event details

8. Learning feedback

- 7.1.** Feedback questions for all learning (including OTS, digital and face to face events) will be agreed with suppliers based on the business outcomes and learning objectives for the learning intervention. There will be a core set of standard questions expected to enable the KPI and service level agreements to be monitored, with tailored questions to assess business and learning outcomes of the specific product.
- 7.2.** The Supplier shall work collaboratively with GPG, departments and professions to design and implement when required bespoke evaluation, and design methods of capturing and measuring behaviour change and its impact via individual learners and their line managers or peers.

- 7.3.** These evaluations will be used to generate insights on event and supplier performance, including for reporting of delivery against service level agreements.

9. Future development

- 8.1.** A commitment to continuous improvement and innovation is required, through piloting new approaches to evaluation.
- 8.2.** This development will include working with GPG to improve learner engagement and response rates via nudge systems or comparative methodologies.
- 8.3.** GPG reserve the right to appoint a third party to deliver reporting and/or evaluations, and or to require contractors to report on behalf of other learning suppliers (including GPG), giving them full access to the information above and any further information required to support this service, with appropriate protections in place to prevent commercial or other conflicts becoming a barrier to the effective delivery of this service. The Supplier will not be required to maintain reporting or information gathering routes where these are made redundant by the appointment of a third party.
- 8.4.** GPG reserves the right to amend what information the Suppliers collect and report (and how they do so) over the life of the contract, including but not limited to testing alternative evaluation approaches for subsets of learners and/or including additional fields in booking forms and learning reports.

ANNEX G - CROSS CIVIL SERVICE CURRICULUM PRODUCT INFORMATION

The Supplier shall use expertise in designing, delivering and evaluating to ensure high quality multimodal learning. The table below summarises the products that comprise the current Cross Civil Service Learning Curriculum.

Curriculum Area	Subject Name	Product Name	Learning Activities	Delivery Type	Product Description
Policy Skills	Communicating Policy Effectively	Advising, Briefing and Drafting	Preparatory work 1 day workshop Follow up activities Top tips guide Managers guide	Blended, including F2F workshop	Government ministers and senior officials are busy people and require information presented to them as clearly and as concisely as possible. This topic will help you draft documents for ministers in different contexts. It will include writing briefings, submissions, ministerial correspondence, writing for different audiences and drafting 'lines to take'. You will be better able to interpret and understand the needs of ministers and senior officials, and their personal preferences, ensuring their requirements are fully met. This will enable you to tailor briefings and submissions specifically to them. You'll also be able to incorporate their style when briefing in writing or orally, drafting replies to ministerial correspondence and Parliamentary Questions. You'll also learn how to present an argument with impact so ministers and senior officials can make timely and well informed decisions.
		Communicating and negotiating policy with Influence	Preparatory work 1 day workshop Follow up activities Top tips guide Managers guide	Blended, including F2F workshop	This topic examines the principles of stakeholder engagement. It allows you to practise your influencing skills when handling a consultation. It will also cover being effective in negotiations over preferred policy recommendations with others once you have chosen the correct options to develop a policy. This course is aimed at everyone involved in consultations or negotiations and policy professionals who wish to progress to more complex challenges. It provides a practical and interactive approach to using influence when consulting with stakeholders and provides opportunities to practise negotiation skills within a workshop environment, as well as back in the workplace.
		Communicating Policy Effectively	Preparatory work 4 hour workshop Follow up activities Top tips guide Managers guide	Blended, including F2F workshop	How to recognise the political context within communications is a critical part of this topic. You will be made aware of the principles of high quality drafting for both written and oral communications. This topic will be beneficial for those new to policy making whether they be policy professionals or those in other professions, such as analysts. This topic will give you the skills to understand how different techniques can be targeted to different audiences. You will also learn about the communications expertise within your department and how to make best use of it as a 'customer'.
	Policy Context, Design and Implementation	Behavioural Insights	Preparatory work 1 day workshop	Blended, including	Behavioural science teaches us to consider how people are currently behaving and to ask why. We can then use those insights to consider how services or policies might be designed in a way which positively influences

Schedule 2 (Specification)

				F2F workshop	those behaviours – helping customers to make better choices for themselves. Rather than assuming what might work however, any new interventions are trialled and tested first, just as they would be in business or in medicine, for example. This topic will give you a set of tools to help you apply the latest behavioural science thinking to your own policy areas. Led by the government's Behavioural Insights Team, you'll be introduced to the EAST (Easy, Attractive, Social and Timely) framework for applying behavioural insights. You'll also discover how randomised control tests can be used to assess and adapt policy interventions. This topic is suitable for anyone who has an awareness of behavioural insights but is yet to learn about the practical applications.
		Policy context, Design & Implementation	Preparatory work 1 day workshop Assignment Top tips guide Managers guide	Blended, including F2F workshop	This topic will help you look at policy design in an innovative and creative way, giving you a range of tools and techniques to be able to apply to all aspects of policy making. You'll learn how to develop a range of evidence-based options that acknowledge the politics involved and how that might change a policy's direction. You will also learn how you use various evidence and tools to fully appraise your options before making effective, reasoned recommendations to senior managers and ministers. This topic will be ideal for policy professionals who are involved in the development of policy recommendations and their implementation. It will also be of use for those in higher levels of other professions who work in the area of policy development.
	Policy Framing	Policy framing: problem structuring and analytical thinking	4 hour workshop Preparatory work F2f group mentoring session	Blended, including F2F workshop	This topic is part of the core curriculum for policy professionals. It draws on management consultancy techniques to help you define problems quickly and precisely. In this way, advice, policy analysis and strategy projects can be focused effectively. It will also give you the skills to think in a clearer, more structured way. This will enable you to present arguments effectively and swiftly, as well as helping you be focused and efficient when assessing options and making decisions.
	Politics and Democracy	Devolution & Intergovernmental Working	Online activities 1/2 day workshop Top tips guide Free resources Managers guide	Blended, including F2F workshop	This topic is aimed at all new and existing civil servants who, as part of an ongoing awareness campaign, need to understand how the Civil Service supports multiple governments in the UK. The learning activities explain the arrangements for devolution in the UK, including the role of the devolved administrations and devolved legislatures, the difference between reserved and devolved powers and the asymmetrical nature of devolution. You will also learn about the devolution settlements, decentralisation and City Deals and English Votes for English Laws. It will also explain the importance of the Devolution 'Memorandum of Understanding and Supplementary Agreements', which sets out a framework and principles for how the UK administrations work together

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	EU Learning	PL15 - Understanding the European Union	Online tutorials 1 day workshop Practical exercise Freely available resources Managers guide	Blended, including F2F workshop	<p>In this topic, learners will understand how the EU functions, its key players, and what other learning is available to them to support them in their EU related roles. The changes will help them consider how the EU will impact on their work, regardless of the UK's relationship with the EU. They will be introduced to new ways of Parliamentary scrutiny of treaties and trade agreements with the EU as well as other international partners.</p> <p>This will help the Civil Service have the capability to work with the EU, and Europe, providing the foundation knowledge required as policies are developed and negotiations are undertaken.</p>
		PL16 - New EU topic (name tbd) . NOTE: FURTHER DETAIL WILL BE AVAILABLE ON THE PLANS FOR THIS NEW TOPIC AFTER A PILOTS TAKING PLACE IN DECEMBER 2019/ JANUARY 2020.		Blended, including F2F workshop	<p>BEIS are developing two workshops which might take the place of the previous PL16: 'EU Skills Outcomes' focuses on: what has changed; what has remained the same; what has yet to be agreed; the impacts of this. 'Working with uncertainty' is aimed at SEO/G7 managers, and looks to give attendees a range of skills needed to operate in an environment where political or policy landscapes are unclear. Pilots of both courses are taking place in BEIS in December/ January, and a swift decision will be taken as to their suitability for the EU Skills curriculum.</p>
		EU policy essentials	7 online tutorials, 4 workshops	Blended, including F2F workshops	<p>The EU policy essentials programme is aimed at anyone who is new to policy-making and/or has limited experience of how the government works. It is one of 2 programmes (alongside EU policy practitioner) created to ensure that policy advisers have the skills and knowledge required to advise and support ministers, senior officials and Parliament during these unprecedented times. Both programmes will benefit other Civil Service professions and specialisms involved in supporting UK policy making and relationship with the EU. The programmes are made up of existing topics from the Policy curriculum plus a Civil Service internally delivered workshop on Parliament (no delivery cost).</p>
		EU policy practitioner	7 online tutorials, 6 workshops	Blended, including F2F workshops	<p>The EU policy practitioner programme is aimed at civil servants with some existing policy experience. It is one of 2 programmes (alongside EU policy essentials) created to ensure that policy advisers have the skills and knowledge required to advise and support ministers, senior officials and Parliament during these unprecedented times. Both programmes benefit other Civil Service professions and specialisms involved in supporting the UK policy making and relationship with the EU. The programmes are made up of existing topics</p>

Schedule 2 (Specification)

					from the Policy curriculum plus a Civil Service internally delivered workshop on Parliament (no delivery cost)
Commercial	The Commercial Cycle	Commercial cycle (1): Setting the direction	3 Online tutorials Workshop Top tips guide Managers guide	Blended, including F2F workshop	This topic will introduce you to the commercial aspects of designing public policy and services. You'll learn about the commercial models which can be used to deliver public services and how to collaborate with commercial experts. Procurement, delivery and risk transfer are all important considerations as these will be factors in deciding whether to create a product or service in-house or to buy it from a supplier. This topic is suitable for non-commercial professionals, at any grade, who are designing new services or are directly impacted by policy changes. It is also applicable to managers looking to refresh or enhance their commercial design skills
		Commercial cycle (2): Shaping your approach	Videos Self-assessments 3 Online tutorials Workshop Top tips guide Managers guide	Blended, including F2F workshop	This topic will introduce you to the different factors you'll need to consider when securing a supplier. You'll find out about different supplier models and the value of getting your supplier identification strategy right. You'll look at how market dynamics and behaviours can affect the way a deal is structured. Bring all this together and you'll be able to work with your commercial team to source a supplier that will be able to meet your needs. This topic is ideal for non-commercial professionals, at any grade, who are working with external suppliers. It is also applicable to managers looking to refresh or enhance their sourcing strategy skills
		Commercial cycle (3): Procuring your solution	3 Online tutorials Workshop Top tips guide Managers guide	Blended, including F2F workshop	This topic will provide you with an insight into procurement procedures and how commercial contracts are developed. Public sector procurement law plays a significant part in this process so you'll learn the basic principles, finding out what you can and cannot do. You'll also learn about the role played by commercial experts, enabling you to collaborate with them more effectively. The learning activities contained within this topic make it suitable for non-commercial professionals, of all grades, who are working with external suppliers to deliver services. It is also applicable to managers wanting to refresh or enhance their sourcing strategy skills. Ideally, all candidates will have already completed the 'Commercial awareness' topic.
		Commercial cycle (4): Contract management	3 Online tutorials Self-assessment Workshop	Blended, including F2F workshop	This topic is designed to improve your understanding of how to manage contract performance and build good supplier relationships. You'll learn how best to collaborate with your commercial experts, working together to manage risks and issues within the contract management lifecycle. This should prevent any problems escalating to the point at which more formal interventions are required. The learning activities within this topic are aimed at civil servants outside the commercial profession, but who are involved in the delivery of public services and outcomes through suppliers. They will help you take a more informed

Schedule 2 (Specification)

					approach to supplier management and provide insights into how commercial decisions are made.
Programme	Crossing Thresholds	Crossing thresholds		Mentored	Crossing Thresholds is a 12 month career mentoring programme that allows women looking to develop their career in a structured and supportive environment. On average, 76% of participants have either been promoted or moved to a more suitable job within a year of completing the programme. It enables each participant to honestly examine her career aspirations – but is not solely aimed at women looking to be promoted. Delivered via 5 facilitated, themed modules, monthly mentoring sessions and peer support groups, the programme aims to improve your confidence, personal impact and self-awareness.
Finance	Awareness of Finance in Government	Awareness of Finance in Government	Bite size activities Tutor led session Freely available resources	Blended, including F2F workshop	If you are new to the Civil Service, or have little or no finance expertise, this topic will provide you with insight into how public finances operate. For example, you will learn about the sources of finance and the importance of managing public money. You will be introduced to the main concepts of financial budget management, financial processes and controls and what this all means for your area of work. The issue of accountability will be addressed, alongside the requirements of regularity and propriety. The learning activities included in this topic will help you understand the role that finance plays in government decision-making
	The Financial Cycle	Understanding and using business cases - F2F	Online tutorials Self-assessment Video Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	This topic examines how and why business cases are so important within government and the Civil Service. Considering best practice throughout, it will cover what needs to be included in a business case to make it more successful. This includes using a variety of contributors with different areas of expertise and ensuring there is close collaboration between all groups. It will also explore what work is needed to ensure the business case is robust as well as the review and approval processes that need to be put in place to make it a success. This topic is for people new to using or contributing to business cases, who require more detailed knowledge of how they are developed. It is also for managers who want to refresh, improve or enhance their skills in this area or civil servants who want to better understand the impact of business cases on their role.

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		Working with budgets	Video Self-assessment Online tutorial 2 hour workshop Top tips guide Managers guide	Blended, including F2F workshop	This topic will introduce you to the basic budgeting and governance processes you need to be aware of. You'll learn about creating and managing a budget and the different types of expenditure in your budget such as fixed and variable costs. You'll also learn about how budget holders in the Civil Service are accountable and how this directly affects you and your work. The learning activities contained within this topic make it suitable for all civil servants up to grades 6 and 7, particularly those involved or impacted by budget setting and regular budget management. It is also suitable for budget managers wanting to refresh or improve their financial management skills. Ideally, candidates will have already completed the 'Awareness of finance in government' topic.
		Working with Finance in the business of government	Video Self-assessment 3 online tutorials 2 hour workshop Top tips guide Managers guide	Blended, including F2F workshop	This topic will introduce you to the processes used to control finances across all departments and how this affects the work we do. You'll learn about basic financial strategies, management tools and accounting processes. This will help to highlight the importance of monthly to annual finance cycles, financial statements and the role played by auditors, such as the National Audit Office. It will also help you manage regular meetings with your finance team. The learning activities contained within this topic make it suitable for civil servants of all grades, particularly those who would like a greater understanding of the finance profession in the Civil Service. Ideally, all candidates will have already completed the 'Awareness of finance in government' topic.
Analytical	Evidence and Analysis	Data and analysis	Workshop Task Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	The ambition of this topic is not to turn policy professionals into data analysts. Instead, it is about giving them the confidence to effectively present the results of a piece of data analysis to decision makers. This will only come from understanding, and feeling comfortable with, the process for data collection and analysis. It should allow middle and senior managers within the policy profession to act as an 'intelligent' customer; the intermediary who can both articulate data requirements to an analyst and communicate the results. Although primarily aimed at policy professionals, the topic content should be equally useful for other professional groups.
		Quality of evidence, uncertainty and risk	Video Workshop Task Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	This topic is designed to help build your confidence in assessing, compiling, assimilating, distributing, interpreting and presenting a strong evidence base. In practice, this means everything from choosing the most appropriate type of research method through to communicating the results in the most accessible form. You'll learn how not all evidence is valuable and will appreciate the damage which can be caused by ambiguous or misleading evidence. As well as being introduced to tools and techniques for generating and presenting data, you'll understand the implication that your own personal bias can have on the results. This topic is primarily aimed at policy professionals but is also applicable to any civil servant who wishes to understand how evidence is analysed and used to support better decision making.

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Digital	Using Digital Tools	Excel Intermediate (including laptops)	1 day workshop	Blended, including F2F workshop	This topic is delivered at three different levels – Foundation (for beginners), Intermediate and Advanced. This makes it applicable for anyone in the Civil Service who uses (or will need to use) Excel version 2010. At the Foundation level, this topic will look at how to create, format and manage worksheets as well as provide an introduction to formulae, functions and charts. At the Intermediate level, you will learn more advanced calculation formulae, how to analyse data and how to create Excel templates. For those at the Advanced level, you will learn how to create macros, how to create and manipulate pivot tables and charts as well as how to collaborate with others by merging and tracking workbooks
		Excel Advance (including laptops)	1 day workshop	Blended, including F2F workshop	This topic is delivered at three different levels – Foundation (for beginners), Intermediate and Advanced. This makes it applicable for anyone in the Civil Service who uses (or will need to use) Excel version 2010. At the Foundation level, this topic will look at how to create, format and manage worksheets as well as provide an introduction to formulae, functions and charts. At the Intermediate level, you will learn more advanced calculation formulae, how to analyse data and how to create Excel templates. For those at the Advanced level, you will learn how to create macros, how to create and manipulate pivot tables and charts as well as how to collaborate with others by merging and tracking workbooks
		Excel 2016 (advanced)	1 day interactive workshop Online Tutorial Online resources	Blended, including F2F workshop	<p>This topic is delivered at different levels – Intermediate and Advanced. This makes it applicable for anyone in the Civil Service who uses (or will need to use) Excel version 2016.</p> <p>At the Intermediate level, you will learn advanced calculation formulae, how to analyse data and how to create Excel templates.</p> <p>For those at the Advanced level, you will learn how to create macros, how to create and manipulate pivot tables and charts as well as how to collaborate with others by merging and tracking workbooks.</p>
		Excel 2016 (intermediate)	1 day interactive workshop Online Tutorial Online resources	Blended, including F2F workshop	<p>This topic is delivered at different levels – Intermediate and Advanced. This makes it applicable for anyone in the Civil Service who uses (or will need to use) Excel version 2016.</p> <p>At the Intermediate level, you will learn advanced calculation formulae, how to analyse data and how to create Excel templates.</p> <p>For those at the Advanced level, you will learn how to create macros, how to create and manipulate pivot tables and charts as well as how to collaborate with others by merging and tracking workbooks.</p>

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	Working Digitally	Embracing digital to lead and innovate	Online tutorial Video Self-assessment Case studies Team assessment 1 day workshop Top tips guide Managers guide	Blended, including F2F workshop	Currently, you might not be a digital leader. You might not be in a specialist digital role. However, as a senior manager in an increasingly digitized workplace, you'll need to know how to embrace and demonstrate the qualities of digital leadership. This means showing colleagues the benefit of being more digital and encouraging them to follow. This topic will provide you with the skills to create and sponsor 'digital by default' practices in the workplace. This means improving how you work with agile teams during the development of new digital services. You'll learn how to recognise and overcome the challenges of digital transformation. Most importantly, you will be able to define and show the qualities of a leader in a digital environment. This will allow you to demonstrate the benefits of being more digital and encourage others to follow.
		Managing in a digital environment	Online tutorials Team assessment Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	This topic covers a number of factors that will help improve the Civil Service's digital capability. These include identifying current digital trends, being comfortable with digital change, assessing your team's digital capability and considering how it can be improved. You'll revisit the rationale for why the Civil Service is becoming digital by default and find out how different parts of the organisation have already embraced digital. You'll consider your personal responsibilities for rolling out new digital innovations across your team; the skills you will require and the challenges you'll most likely face.
Personal effectiveness	Adapting to Change	Adapting to change (Change Agility)	Preparatory work Workshop	Blended, including F2F workshop	This topic is all about developing an agile mindset, meaning that change – even when it occurs on a regular basis – won't faze you. In fact, you'll thrive on it. When enduring change, we can sometimes develop damaging behavioural patterns which can be difficult to shake off in the long run. This is how people can become stuck in the moment, unwilling to change. Change agility is about spotting these behavioural patterns and challenging the assumptions which sit behind them. By doing this and adopting an agile mindset, you can see change as something to be welcomed, rather than endured.
		Adapting to change (Habits of Change)	Preparatory work Workshop		Comprehending conscious thought is one of humanity's finest evolutionary achievements – yet we don't always make the most of it. We can sometimes switch it off in favour of tried and trusted habits. This topic will help put you back in charge of your conscious thinking. You'll assess the typical habits you have both in work and at home and you'll learn skills and strategies for making new habits or breaking old ones. Whether you're managing change, or experiencing change, this topic will help challenge your cognitive approach.
	Career Development	Success Profiles Interviewee skills	Online resources Online tutorial Self-assessment 1/2 day workshop Top tips guide	Blended, including F2F workshop	This topic has been designed to help you reflect on your current interview skills and prepare for future interviews. You'll focus on managing interview nerves and understanding how Success Profiles are assessed during an interview. You'll learn how to structure your answers and how to get the most out of the interview.

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			Free resources Policy & guidance documents Managers guide		<p>This includes using the interview to help find out if the role you've applied for is right for you.</p> <p>This topic will help you present yourself at your best during an interview. It will support you to prepare effectively, manage your nerves and perform well on the day.</p>
	Communications	Assertiveness	Preparatory work 5 online tutorials Workshop Top tips guide Free resources Managers guide	Blended, including F2F workshop	<p>This topic is designed to help you recognise what assertive behaviour looks like and the skills you may need to develop to become more assertive yourself. You'll examine the personal impact of assertiveness on day-to-day working life as well as the most typical barriers to being assertive. The learning activities will help you determine where you currently stand on the 'assertiveness continuum' and to identify the emotional triggers which affect your behaviour. You'll also have a better understanding of how you come across to different people in different situations and how you can begin to stretch and flex your personal style in response.</p>
		Influencing Skills	Online tutorial Questionnaire Preparatory reading Video 3 hour workshop Top tips guide Free resources Managers Guide	Blended, including F2F workshop	<p>As part of your job, the groups you will typically be looking to influence include customers, colleagues and management; none of whom you can force to think or act in a certain way. Even with those groups over which you have more direct authority, such as suppliers or junior colleagues, your relationships will be more effective if they are based on influence, rather than control. This topic will increase your awareness of the different perspectives within those groups and how this should inform your own influencing behaviour. You'll be introduced to the different 'push' and 'pull' styles alongside the techniques you will need to be able to respond positively when you meet resistance.</p>
		Presenting confidently	Online tutorial 1 day workshop Top tips guide Free resources Managers guide	Blended, including F2F workshop	<p>Presentations don't have to be given in front of hundreds of people. Once you start thinking of anything from one-to-one discussions through to job interviews as a presentation, the value of strong presentation skills becomes ever clearer. Within this topic, you'll explore how to design a range of face-to-face presentations. As well as learning how best to deliver your presentation, you'll also consider how to tailor the content to the needs of your audience. You'll also be introduced to the skills required to build rapport with your audience, something which should help build your confidence in handling their questions and challenges.</p>
		Running effective meetings	Online tutorials 1/2 day workshop Top tips guide Free resources	Blended, including F2F workshop	<p>This topic will show you how to plan, run and conclude a range of different meetings. You'll learn the value of having a clearly defined purpose for each meeting and consider how you go about determining that purpose. You'll also learn about the other typical causes of poor meetings and how these can be addressed. Poor meetings typically elicit poor behaviours. These may involve people arriving late, dominating the meeting or contributing nothing at all. Addressing these behaviours, and the conflict which they can give rise to, can be difficult, especially when they involve more senior people. You'll therefore be given a range of</p>

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					practical tips and techniques for dealing with challenging behaviours and attitudes.
	Making and Impact	Resilience & Wellbeing	Online tutorial Questionnaire 3 hour workshop	Blended, including F2F workshop	This topic is an important part of improving our professional effectiveness; maximising the impact we have at work. Becoming more assertive and displaying greater emotional intelligence are two other core components. What this topic recognises is how our effectiveness can be diminished if the trials and tribulations of our daily work get out of hand and our wellbeing suffers as a result. The objective of this topic is to understand what resilience means in practice and to learn how to remain resilient in the face of mounting stress. You will be shown how to develop personal strategies for dealing with the pressures of work, particularly during periods of change when our resilience can be tested the most.
		Unconscious Bias (16 delegates)	Video Questionnaire 1/2 day workshop Freely available resources Managers guide	Blended, including F2F workshop	Unconscious bias, or confirmation bias, can lead us to make instant decisions which feel instinctively right because of our own background, gender, age or personal circumstances. This does not necessarily make them the right decisions however. This learning will help you to recognise examples of unconscious bias in action and to understand why they occur. You will also look at the impact this can have on your own decision making, your working relationships and the team environment within which you operate. You will then learn techniques for challenging, preventing and removing issues of unconscious bias in the workplace. These will help you to develop strategies for overcoming your own bias and that of your colleagues. While this topic is applicable for all staff, it is particularly relevant for line managers making decisions in important areas such as recruitment, development, reward and promotion.
Leadership & Management	Building your Team	Building effective teams	Video Online tutorials 3 1/2 hour workshop Top tips guide Free resources Managers guide	Blended, including F2F workshop	This topic will show you how to create the conditions within which all your team members can work to their maximum potential. To do that, you'll learn about the typical characteristics of a high-performing team and consider how your team matches up against them. You'll also investigate the barriers which typically prevent teams from performing effectively and consider how to get past these barriers.
		Leading Inclusive Teams	1 day workshop 2 post workshop tasks	Blended, including F2F workshop	This topic will demonstrate how an inclusive team is one which feels safe to work in, can cope with creative conflict and tolerates challenges to the status quo. Leading an inclusive team means that team members feel valued for who they are as much as what they know or do. You will learn how to draw on the diversity of your team to maximise their performance; working with different identities, backgrounds, experiences and perspectives to make sure individuals and teams thrive. You'll learn about considering the needs of the

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					<p>individuals in your team and the importance of trust, considering how you build it within your team. Challenging your own unconscious bias and assumptions is an important part of this, as is being able to constructively challenge other people's inappropriate behaviour.</p>
		Resolving team tension	<p>1 hour task</p> <p>3 hour workshop</p>	Blended, including F2F workshop	<p>Aimed at new, emerging and experienced leaders, this topic will demonstrate the value of trust and harmony in a team environment. You'll learn about Lencioni's '5 dysfunctions of a team', exploring how undesirable behaviours can undermine team performance. They are fear of conflict, lack of commitment, avoidance of accountability, inattention to results and an absence of trust. These can result in ambiguity, false consensus and low quality standards across a team. You'll learn how to recognise the triggers and causes for these unhealthy tensions and how to resolve them without compromising your team's diversity. Allowing for an honest dialogue when disagreements arise among the team is part of this, as is encouraging team members to be open about their particular weaknesses and vulnerabilities.</p>
	Programme	Stepping into leadership	<p>Preparatory activities</p> <p>3 module workshop</p>	Blended, including F2F workshop	<p>This is a modular programme which introduces learners to 3 different aspects of leadership in the Civil Service – inspiring; engaging and empowering; and leading into the future. Throughout the programme, learners operate in groups, allowing you to learn from your peers and to reflect on your experiences of leadership. There will also be the opportunity to come together in smaller research and coaching groups. The relationships you build will help you progress your career and confidently lead your teams through current and future challenges.</p>
Leadership and management	Leading People Through Change	Engaging People through Storytelling	<p>3 hour workshop</p> <p>Top tips guide</p> <p>Free resources</p> <p>Managers guide</p>	Blended, including F2F workshop	<p>Storytelling is a powerful way of connecting with people, especially during periods of change. At such a time, stories can be used to help people understand the reasons for change and what it will mean for them. Used properly, stories can encourage them to support change and play their part in making it happen. Delivering important messages as best you can is the focus of this topic. You'll be shown how to influence and engage people through storytelling and asked to consider what makes for an impactful story. You'll also think about different audiences' communication preferences and the importance of establishing your own particular storytelling style.</p>
		Engaging people with change	<p>Preparatory work</p> <p>Video</p> <p>Online tutorial</p> <p>3 1/2 hour workshop</p> <p>ALS</p>	Blended, including F2F workshop	<p>Whether you are a new or experienced manager, this topic will show you how to make your team members feel empowered and engaged during a time of change. This should help them adapt more quickly to the changing environment around them. It should also mean that organisational goals – the very reason for pursuing change – are achieved more rapidly. This topic will encourage you to understand and develop your role as a change leader. Being able to construct a compelling vision for change – and communicating this</p>

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			Top tips guide Free resources		in a way which resonates with your team – will be a crucial factor in your success
		Leading in Ambiguity	Self-assessment Video 1 day workshop Freely available resources	Blended, including F2F workshop	In times of uncertainty, leaders need to develop their ability to understand and influence the volatility around them while also maintaining the productivity of their teams. Suitable for all civil servants – especially those on the Fast Stream – this topic will assess your own tolerance for ambiguity, considering how you typically respond to – and manage – it. You will learn how to manage the tensions in your role which can be created by ambiguity, paying particular attention to the importance of personal resilience.
		Managing reactions to change	preparatory work 3 1/2 hour workshop Top tips guide Free resources	Blended, including F2F workshop	This topic will encourage you to think about the impact you can have as a manager in a time of change. This means dealing with any negative reactions your team may have but also considering the impact your own behaviour may have on them. Everyone reacts to change differently. Some may ride out the emotional rollercoaster far more quickly than others. If negative emotions remain in place for too long though, change management projects can soon find themselves stalled. Making the ride as smooth as possible minimises the chances of this happening.
Customer Service	Communicating Effectively with Customers	Verbal Communication	3 hour workshop Managers guide	Blended, including F2F workshop	This topic is designed to provide you with the most effective techniques for verbal communication, showing you how to plan and structure individual conversations to get the most out of them. This means considering points such as crafting a compelling message, building rapport and how even the inflection of your voice can affect the outcome of a conversation. You'll be shown how to adapt your communication style as a situation dictates, alongside the value of active listening and effective questioning.
		Written Communication	Workshop Managers guide	Blended, including F2F workshop	Getting our communications right first time can save time and money. It can also reassure our customers, clarify points of uncertainty or trigger a desired response from them. This topic is therefore designed to provide you with the most effective techniques for communicating in writing. You'll be encouraged to consider what your customers (or colleagues) want or need and how this might affect the structure of your written communications. You'll also be shown how to craft a compelling message and how to adapt your writing style to different situations
	Continuous Improvement and Quality Management	Continuous Improvement & Lean	2 day workshop Assignment Top tips guide Managers guide	F2F workshop	Building on 'Introduction to continuous improvement and quality management', this topic provides you with a more detailed insight into continuous improvement techniques. It will demonstrate how a collaborative team effort to systematically remove waste can lead to improved performance, making this topic ideal for senior customer-facing staff and managers. During the learning activities, you'll see how the core principles can be applied to customer processes to eliminate eight

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					different kinds of waste – time, inventory, motion, waiting, over-production, over-processing, defects and skills.
	Delivering Excellent Customer Service	Engaging Effectively with Customers	Questionnaire 3 hour workshop Managers guide	Blended, including F2F workshop	This topic will introduce you to a range of skills which can be used to deal with different customer groups and situations, showing you how to take appropriate action. You'll also learn how to use customer feedback to help improve the services we offer. This topic should be of interest if you have just started in a customer-facing role or are in need of a quick knowledge refresh. It may also be applicable if you're in a department which now requires all staff to become more customer-focused or if you've taken on management responsibility for a customer-facing team.
		Pursuing customer service excellence	Workshop Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	This topic is aimed at experienced customer-facing staff of all grades who are already well versed in the principles and practice of providing great customer service. It aims to stretch and challenge you by looking at how to solve complex customer service issues and raise the service performance of your teams. It will also show you how to maintain your professional development by coaching yourself and maintaining accountability. By sharing experiences with – and learning from – fellow professionals, there is a real focus on self-improvement as well as the role you may be able to play in mentoring and coaching others.
		Supporting Vulnerable Customers	Short video 2 online tutorials Workbook 4 1/2 hour workshop Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	<p>This topic will help you consider the types of vulnerable customers you may encounter in your role and the additional skills you need to deal with them. You'll learn how to adapt how you currently operate to improve the experience of customers who need extra support (including those at risk). This includes being introduced to practical skills for working with customers who self-harm or are suicidal.</p> <p>Working with vulnerable customers can become an overwhelming experience. You'll therefore be introduced to techniques for managing the stress associated with this kind of work and strategies for taking care of your own wellbeing.</p>
	Handling Challenging Customers and Complaints	Handling Challenging Calls in a Telephony Environment	Going the extra mile for your customer online learning Active listening online learning 1 1/2 day workshop	Blended, including F2F workshop	<p>This topic is designed to take you through the various stages of conducting a successful call with a challenging customer. It encourages you to understand who your customer is, what their motives are and what factors might be affecting their behaviour. You'll also consider how they might react to the messages you have to deliver and will be provided with tools and techniques for managing that reaction.</p> <p>Themes such as empathy and awareness feature repeatedly. Awareness can include being aware of the potential impact of your own emotional state and how one participant's behaviour can rub off on the other. It can also extend to understanding how differences between your objectives and those of the customer can</p>

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					<p>affect the call's flow and content. As for empathy, this is about understanding the other person's right to feel the way they do.</p> <p>This is a critical part of building rapport and removing the emotional heat from a situation.</p>
		Handling challenging customers & complaints in different ways - telephone	<p>Workbook</p> <p>3 hour Workshop</p> <p>Top tips guide</p> <p>Managers guide</p>	Blended, including F2F workshop	<p>Building on 'Handling challenging customers' and 'Handling complaints', this topic explores in detail how to manage challenging conversations over the phone. This isn't always about people being rude or abusive. Customers might be challenging because they are hard to understand, indecisive or even distressed. Whatever the reason for their behaviour, you'll learn how to respond assertively and professionally. This will include establishing a strategy for handling emotional and confrontational customers. You'll learn to be more aware of the effect your actions can have on a situation. For example, you'll consider how your own typical response to stress can influence how a conversation progresses. Plus, you'll find out what you should do if a customer hangs up on you.</p>
		Handling challenging customers & complaints in different ways - face to face	<p>Workbook</p> <p>3 hour workshop</p> <p>Top tips guide</p> <p>Managers guide</p>	Blended, including F2F workshop	<p>Building on 'Handling challenging customers' and 'Handling complaints', this topic explores in detail how to manage challenging face to face conversations. This isn't always about people being rude or abusive. Customers might prove challenging because they are hard to understand, indecisive or distressed. Whatever the reason for their behaviour, you'll learn how to respond assertively and professionally. This will include establishing a strategy for handling emotional and confrontational customers. You'll learn to be more aware of the effect your actions can have on a situation. For example, you'll consider how your own typical response to stress can influence how a conversation progresses.</p>
Leadership & Management	Dealing with Challenging Management Situations	Conducting high quality conversations	<p>Online tutorial</p> <p>Questionnaire</p> <p>Video</p> <p>3 hour workshop</p> <p>Top tips guide</p> <p>Free resources</p> <p>Managers guide</p>	Blended, including F2F workshop	<p>Conversations which focus on giving feedback, discussing personal issues or addressing inappropriate behaviour all have the potential to take a turn for the worse and spiral out of control. As managers, we may not be able to control how we feel in such a situation, but we can control how we act. This topic will help you to understand the emotional triggers which can change the tone of a conversation. You'll be introduced to techniques for keeping your own emotions – and those of the other person – in check, as well as a framework for conducting constructive conversations, even in challenging situations. You will also find out about the role that constructive conversations can play in improving performance, making this ideally suited to anyone who is new to a management role, as well as anyone looking for a handy refresher.</p>

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		Conducting investigations	Online activities Online tutorial 1 day workshop Top tips for conducting investigations Managers Guide	Blended, including F2F workshop	<p>If you're required to investigate disciplinary issues or dispute resolution complaints, this topic explains the fact-finding, interviewing and report-writing skills you need to do the job in a way that's fair, effective and legally compliant.</p> <p>Being able to conduct comprehensive investigations into alleged disputes or accusations of misconduct is an important part of any equitable and transparent working culture. It's also an important tool in challenging discrimination and harassment in the workplace.</p> <p>Within the Civil Service, when such an issue arises, the role of the investigator is to establish the essential facts, looking for evidence that may support or contradict the allegation. For many managers, conducting an investigation is an extra responsibility that exists outside of their core job description, requiring certain additional skills.</p>
Enabling High Performance		Coaching skills for managers	Preparatory work 3 hour workshop Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	If you regularly need to coach colleagues, especially around personal development and performance improvement, this topic will help you to understand the main principles of coaching. You'll be introduced to a framework for effective coaching and to techniques for active listening, questioning and summarising. You will also be encouraged to differentiate between when it's appropriate to coach 'on the go' and when this should take place behind closed doors. This will also help adapt your coaching style to both formal and informal situations, improving the likelihood of securing consensus and buy-in after a coaching discussion.
		Delegation: achieving results through others	6 online learning activities 3 1/2 hour workshop Top tips guide	Blended, including F2F workshop	Whether you're a new or experienced manager, this topic will show you how to delegate effectively. You'll consider the importance of trust within what is essentially a contract between manager and team member. You'll be introduced to tips and techniques for ensuring that work is done on time, in budget and to the required standard. In addition, you'll learn how you can best support people who are working on a project you've delegated to them.
		Disability inclusive management	1/2 day workshop Top tips guide Freely available resources Managers guide	Blended, including F2F workshop	Armed with an awareness of disability in the workplace (from the 'Becoming disability confident' topic), this topic will provide further practical advice on how best to manage team members with disabilities. A significant part of this stems from building the trust required to allow for open and honest conversations. You'll learn about the value of emotional intelligence, active listening, self-disclosure and paying attention to what really matters to the individual. You'll consider what an inclusive management approach looks, sounds and feels like, as well as the behaviours which can enable or impede that approach.
Managing Effectively		Giving Feedback	Online tutorial Self-evaluation 3 1/2 hour workshop	Blended, including F2F workshop	This topic is designed to introduce you to the fundamental components of effective feedback conversations. It is also about appreciating the individual differences in the people you manage, how to bring the best out of them and how to flex your feedback style accordingly. Improving performance by recognising achievements and sharing developmental

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			Further resources		feedback is only half the story though. Just as important is that you exhibit a real desire to see your direct reports develop their capabilities.
		Objective Setting	Pre learning 3 hour workshop	Blended, including F2F workshop	This topic will show you how to have motivational objective setting conversations with the people you manage. This means learning how to agree on objectives that are SMART (specific, measurable, achievable, realistic and timed). It's also about the bigger picture though, helping a team member to appreciate how their objectives align with those of their peers and their department. This topic is suitable for new managers as well as more experienced managers looking for a skills refresher.
	Recruitment and Selection	Success Profiles - Designing your Assessment Process	Online resources Online tutorials 1/2 day workshop Action plan Top tips Freely available resources Policy and guidance documents Managers guide	Blended, including F2F workshop	<p>This topic is designed to demonstrate how Success Profiles delivers a more rounded and inclusive approach to recruitment. It shows how using a blend of different assessment options, mapped to the critical components of a job description, will provide a better understanding of a candidate's suitability for the role.</p> <p>You'll learn about the different assessment options available to you, including psychometric and aptitude tests, and be able to weigh up their suitability for any recruitment process you're planning. You'll also learn about writing job descriptions and person specifications in line with the Success Profiles framework. Bearing in mind the importance of inclusivity within your recruitment efforts, there will also be a focus on eliminating unconscious bias and indirect discrimination from your assessment activities.</p>
		Success Profiles - Sifting and Interviewing	Online resources Online tutorials 1 day workshop Action plan Top tips Freely available resources Policy and guidance documents	Blended, including F2F workshop	<p>The Success Profiles framework has been developed to move recruitment away from a purely competency based system of assessment. Instead, candidates are assessed against five different elements – ability, technical skills, experience, strengths and behaviours. This topic has been designed to introduce you to Success Profiles and to consider how to apply the framework within the context of sifting candidates' applications and conducting the interview process.</p> <p>You'll learn how to sift and score application forms, CVs and personal statements against a role's criteria and the requirements of Success Profiles. The same points will be taken into consideration when looking at how best to prepare your interview questions. Practical guidance will also be provided on several important components of the interview process, such as your questioning technique, your active listening skills and the importance of body language and non-verbal communication. Finally, you'll explore how interviewees are classified and scored and how you're expected to rationalise your final decisions.</p>

Schedule 2 (Specification)

Leadership & Management	New Manager Programme	New manager programme	2 Modules 1 3 hour workshops per module online tutorials	Blended, including F2F workshop	This programme combines a selection of topics from Civil Service Learning (CSL), grouped into 2 modules. The first module on good performance management covers objective setting, giving feedback and managing performance. The second module looks at building capability by focusing on delegation, developing people, attendance management and conducting high quality conversations. Throughout the course of the programme, managers will learn the tools and techniques to help them better understand, manage and get the best out of their teams.
	Experienced Manager Programme	Experienced manager programme	2 Modules 1/2 day workshop module 1 1 day workshop module 2 online tutorials	Blended, including F2F workshop	This programme combines a selection of topics from Civil Service Learning (CSL), grouped into 2 modules. The first module - confident leadership - looks at emotional intelligence, building effective teams and coaching skills. The second module – leading and inspiring in challenging situations – focuses on managing poor performance, leading inclusive teams and resolving team tensions.
	Management Fundamentals	Management fundamentals		Online or Blended, including F2F workshop	Depending on where you work within the Civil Service, your specific managerial responsibilities may vary. However, the knowledge, skills and behaviours you need will be the same, whatever your role. These are reflected in the choice of 15 individual topics which make up the programme (9 are core and 6 are optional). These have been grouped into 3 modules, focusing on managing self; managing people and relationships; and delivering results. 'Management fundamentals' has been designed in consultation and collaboration with government organisations. It has been aligned to external management standards as well as to the Civil Service Leadership Statement and departmental management and performance management.

Schedule 3 (Charges)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Anticipated Contract Life Profit Margin"	the anticipated Supplier Profit Margin over the Contract Period;
"Maximum Permitted Profit Margin"	means the Anticipated Contract Life Profit Margin plus 5%;

2. How Charges are calculated

- 2.1 The Charges:

- 2.1.1 shall be calculated in accordance with the terms of this Schedule;

3. The pricing mechanisms

The Pricing Policy set out in Annex 1 shall be available for use in calculation of Charges in this Contract.

4. Are costs and expenses included in the Charges

- 4.1.1 The Pricing Policy set out in Annex 1 shall be used to calculate these Charges.

5. When the Supplier can ask to change the Charges

- 5.1 The Pricing Policy set out in Annex 1 shall be referred to under this clause.

6. Other events that allow the Supplier to change the Charges

- 6.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

- 6.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;

7. Not Used

8. Not Used

9. Not Used

Annex 1: Pricing Policy

[Redacted]

Schedule 4 (Tender)

The table below outlines the documents which are incorporated as part of the Supplier's Tender response for this Contract:

[Redacted]

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information:

[Redacted]

Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) Months of the Effective Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance report	Provides an update on performance, including measures of bookings, events and evaluations	PDF / Excel	Monthly
Finance Report	Provides a financial update on but not limited to: Spend against Contract value, Committed Spend, CI fund, Aged Debt, Spend with SMEs and Savings.	PDF / Excel	Monthly
SLA report	Provides an update on SLA performance	PDF / Excel	Monthly
Meeting action log	Provides a record of meeting actions	PDF / Excel	Monthly

Schedule 7 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	(b) unfair, wrongful or constructive dismissal compensation;
	(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	(d) compensation for less favourable treatment of part-time workers or fixed term employees;
	(e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer

	Date and also including any payments arising in respect of pensions;
	(f) claims whether in tort, contract or statute or otherwise;
	(g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Fair Deal Employees"	as defined in Part D;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including: <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; (b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPA, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;

"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

- 3.1 Part A - N/A;
- 3.2 Part B - N/A;
- 3.3 Part C (No Staff Transfer Expected On Operational Services Commencement Date);
- 3.4 Part D (*Pensions*):
 - 3.4.1 - Annex D1 (CSPS);
 - 3.4.2 - Annex D2NHSPS);
 - 3.4.3 - Annex D3 (LGPS);

- 3.4.4 - Annex D4 (Other Schemes).
- 3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:
 - 3.5.1 Annex E1 (List of Notified Subcontractors);
 - 3.5.2 Annex E2 (Staffing Information)

Part A: N/A

Part B: N/A

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the

employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.5.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier

contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;
"Fair Deal Eligible Employees"	means each of the CSPS Eligible Employees (as defined in Annex D1 to this Part D), the NHSPS Eligible Employees (as defined in Annex D2 to this Part D) and/or the LGPS Eligible Employees (as defined in Annex D3 to this Part D) (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);

"Fair Deal Employees"	<p>those:</p> <ul style="list-style-type: none"> (a) Transferring Buyer Employees; and/or (b) Transferring Former Supplier Employees; and/or (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; (d) where the Former Supplier becomes the Supplier those employees; <p>who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p>
"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fund Actuary"	means Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D; and
"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:</p> <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the Buyer.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to Paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed); and
 - 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former New Deal Eligible Employees arising on expiry or termination of this Contract.

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified NHS Pensions, the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees in respect of service on or after the Relevant Transfer Date which arises from any Default by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
 - 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with Paragraphs 10 or 11 of this Part D;
 - 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract;
 - (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract; and/or
 - 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.
- 4.2 The indemnities in this Part D and its Annexes:
- 4.2.1 shall survive termination of this Contract; and
 - 4.2.2 shall not be affected by the caps on liability contained in Clause 15 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute (i) between the Buyer and the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of

agreement between the Buyer and the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the Buyer and the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the Buyer and the Supplier unless the independent Actuary shall otherwise direct.
- 5.2 The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

- 6.1 The Parties agree Clause 23 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them or it by the Supplier under this Part D, in their or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in their or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it Default any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for Material Default and the consequences of termination set out in Clause 14.5.1 shall apply in the event that the Supplier:
- 7.1.1 commits an irremediable Default of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a Default of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the Default and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment), the Supplier shall and shall procure that any relevant Subcontractor shall:
- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangement for participation with the relevant Statutory Scheme(s);

- 8.1.2 consult with about, and inform those Fair Deal Employees of, the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

- 9.1 The provisions of Part E: Staff Transfer on Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes On The Relevant Transfer Date

- 10.1 If the terms of any of Paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
 - 10.2.1 established by the Relevant Transfer Date;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

- 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has provided a Broadly Comparable pension pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
 - 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
 - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract:

- 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with Paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with Paragraph 10.3.3) but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this Paragraph.

11. Broadly Comparable Pension Schemes In Other Circumstances

- 11.1 If the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:

- 11.2.1 established by the date of cessation of participation in the Statutory Scheme;
 - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
 - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995; and
 - 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and
 - 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the

Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of this Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this Paragraph.

12. Right Of Set-Off

- 12.1 The Buyer shall have a right to set off against any payments due to the Supplier under this Contract an amount equal to:
- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
 - 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible

Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

- 12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under this Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

Annex D1: Civil Service Pensions Schemes (CSPS)

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal; and
"CSPS"	The "Alpha" pension scheme introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014 available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme.

2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing

the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with Paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of this Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of Paragraph 11 of Part D.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

<p>"Direction Letter/Determination"</p>	<p>an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees;</p>
<p>"NHS Broadly Comparable Employees"</p>	<p>means each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"> (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or (b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS;</p>

"NHSPS Eligible Employees"	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter;
"NHSPS Fair Deal Employees"	Means other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:
	(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
	(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),
	and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).
	For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Provider must ensure that:
 - 2.2.1 all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
 - 2.2.2 the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Subcontractors (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.

- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) provide any indemnity, bond or guarantee required by NHS Pensions in relation to a Direction Letter/Determination.

3. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

4. NHS Broadly Comparable Employees

The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with Paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with Paragraph 5.2 below.

5. What the Buyer will do if the Supplier breaches and/or cancels its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractors) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of Paragraph 11 of Part D.
- 5.3 If the Buyer is entitled to terminate this Contract or the Supplier (or its Subcontractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Subcontractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of

Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Subcontractors.

- 5.4 In addition to the Buyer's right to terminate this Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Eligible Employees with either membership of:

6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or

6.1.2 a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate this Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of their employment rights.

Annex D3: Local Government Pension Schemes (LGPS)

1. Definitions

- 1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"Administering Authority"	in relation to the Fund, the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	a pension fund within the LGPS;
"Initial Contribution Rate"	The percentage of pensionable pay (as defined in the 2013 Regulations);
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and

"LGPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement with effect from the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under this Contract.

OPTION 1

2.2 Any LGPS Fair Deal Employees who:

- 2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and
- 2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.

OPTION 2

Any LGPS Fair Deal Employees whether:

- 2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or
- 2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.

- 2.3 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

3. Broadly Comparable Scheme

- 3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with Paragraph 2.1 because the Administering Authority will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of Part D.
- 3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with Paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of this Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of Paragraph 11 of Part D.

4. Discretionary Benefits

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS Risk Sharing

- 5.1 Subject to Paragraphs 5.4 to 5.10, if at any time during the term of this Contract the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the "**Excess Amount**") shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2 Subject to Paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of this Contract, the Administering Authority, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any

Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A–B (the "**Refund Amount**") where:

- 5.2.1 the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and
 - 5.2.2 the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.
- 5.3 Subject to Paragraphs 5.4 to 5.10, where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Payment**"), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.
- 5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:
- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
 - 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;
 - 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
 - 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
 - 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
 - 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is

- contractually bound to provide such increases on the Relevant Transfer Date);
- 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
 - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations;
 - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
 - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with Paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Authority obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of this Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
 - 5.7.2 of being informed by the Administering Authority of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within twenty (20) Working Days of receiving the notification under Paragraph 5.7 above, the Buyer shall either:

- 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
 - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This Paragraph 5 shall survive termination of this Contract.

Annex D4: Other Schemes

Placeholder for Pension Schemes other than LGPS, CSPA & NHSPS

7.5

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and
 - 1.1.3 the date which is twelve (12) Months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor
 - 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace

- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to

- the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to

any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any [reasonable] request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a

Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
- (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
 - 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;
- 2.1.1 and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 any claim for:
 - (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 2.9.1 the Supplier and/or any Subcontractor; and
 - 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
 - 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

- 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier

Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
 - 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Annex E1: List of Notified Subcontractors

Annex E2: Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [**Insert** name of Transferor]

Number of Employees in-scope to transfer: []

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							

Schedule 7 (Staff Transfer)

		EMPLOYEE DETAILS & KEY TERMS							
	Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?	
	Emp No 1								
	Emp No 2								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
		ASSIGNMENT		CONTRACTUAL PAY AND BENEFITS					
	Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
	Emp No 1								

Schedule 7 (Staff Transfer)

	Emp No 2								
	Emp No								
	Emp No								
	Emp No								
	Emp No								
	Emp No								

CONTRACTUAL PAY AND BENEFITS

Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								

Schedule 7 (Staff Transfer)

Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPS, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

Schedule 7 (Staff Transfer)

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						
OTHER						
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments			
Emp No 1						

Schedule 7 (Staff Transfer)

Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

Schedule 8 (Implementation Plan and Testing)

Intentionally Not Used

Schedule 9 (Installation Works)

Intentionally Not Used

Schedule 10 (Service Levels)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Award Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. When this schedule should be used

2.1 This schedule is designed to outline the service levels and associated service credits with the delivery of the service - the detailed description and basis of calculation to be used for the SLAs in Annex A is documented in Operational Schedule 4, which is agreed with the Buyer via the relevant governance as described in Operational Schedule 3 - Governance. In the event of a conflict, the calculation in Operational Schedule 4 will take precedence.

3. What happens if you don't meet the Service Levels

- 3.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 3.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 3.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 3.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 3.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
 - 3.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the

- Supplier;
- (c) results in the corruption or loss of any Government Data;
and/or

- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 3.4.3 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 3.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 3.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 3.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 3.5.3 there is no change to the Service Credit Cap.

4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 4.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 4.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
 - 1.2 is likely to cause or causes a Critical Service Level Failure to occur,
- the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Service Levels and Service Credits Table

SLA ref	Service Level Performance Criterion	Service Level Performance Measure	Critical Performance Level	Service Level Threshold	Service Credit
SLA 1.01	Service Integrator: All calls are answered within 20 seconds between 8.30 – 17.30, Mon to Fri, excluding UK Bank Holidays (with service to leave messages when contacted out of hours and left messages responded to as a priority once working hours start).	At least 95%	90%	Less than 95%	Yes
SLA 1.02	Resolution of enquiries to Customer's and/or Buyer's satisfaction within 5 working days of receipt, where within their delivery area.	At least 90%	85%	Less than 90%	N/A
SLA 1.03	Quote for delivering learning service provided within 5 working days from receipt of full scope document.	At least 95%	85%	Less than 95%	Yes
SLA 2.01	Acknowledgement of booking request within one working hour of submission	At least 95%	90%	Less than 95%	N/A
SLA 2.02	Make first contact with customer/ buyer within 2 working days of receipt of query	At least 95%	90%	Less than 95%	N/A
SLA 2.03	Booking confirmation for closed booking requests for standard non bespoke courses from the catalogue to be provided within 5 working days	At least 95%	90%	Less than 95%	N/A
SLA 2.04	All bookings for open standard, courses from the catalogue are to be confirmed within 10 working days.	At least 95%	85%	Less than 95%	N/A
SLA 2.05	The principle is that materials should be digital by default. When this is not the case, and the venue is on government estates, the materials must be received, at the venue, the minimum of one working day in advance of the agreed course starting time.	100%	95%	Less than 100%	N/A
SLA 2.06	Joining instructions to be issued for agreed dates adhering to a minimum of 10 working days ahead of the	At least 95%	80%	Less than 95%	N/A

Schedule 10 (Service Levels)

	event unless otherwise agreed.				
SLA 2.07	All workplace reasonable adjustments to be agreed a minimum of 10 working days ahead of undertaking a specific learning intervention.	At least 95%	85%	Less than 95%	Yes
SLA 2.08	Supplier distributes pre-course work to learners/ delegates a minimum of 10 working days ahead of them attending the learning intervention unless otherwise required by the learning design.	At least 100%	90%	Less than 100%	Yes
SLA 2.09	In the case where a supplier has to cancel a course due to unforeseeable circumstances within the four-week period before an event runs, the customer has to be informed at least 5 working days ahead of learning intervention.	100%	90%	Less than 100%	N/A
SLA 3.01	Cumulative delegate evaluation scores show that course published objectives / outcomes were met	At least 80%	75%	Less than 80%	N/A
SLA 3.02	Cumulative Delegate evaluation scores show that the activity promotes learning transfer	At least 80%	75%	Less than 80%	N/A
SLA 3.03	Cumulative delegate evaluation scores show that the hygiene factors were satisfactory (when the venue is not Government Estate)	A mean average of at least 7 out of 10	Less than a mean average of 6 out of 10	Less than a mean average of 7 out of 10	N/A
SLA 3.04	Cumulative delegate evaluation scores show that the trainer / facilitator was of good quality overall	A mean average of at least 8 out of 10	Less than the mean average of 7 out of 10	Less than a mean average of 8 out of 10	N/A
SLA 3.05	Cumulative delegate evaluation scores show that the course was of good quality overall	A mean average of at least 8 out of 10	Less than the mean average of 7 out of 10	Less than a mean average of 8 out of 10	Yes
SLA 4.01	Performance management information shall be accurate and available "just in time" through a live dashboard with specific indicators to the Authority, with evidence that the management information is accurate.	At least 99% accuracy / completeness of all data	90%	Less than 99%	Yes

Schedule 10 (Service Levels)

SLA 5.01	Supplier issues invoice to customer and/or buyer within 30 calendar days of learning being delivered	At least 100%	90%	Less than 100%	Yes
SLA 5.02	Queried invoices from customers and/ or buyers to be resolved with 10 working days	At least 100% accuracy	90%	Less than 100%	N/A
SLA 5.03	Subcontractors paid as per the timescales agreed within the contract.	100%	90%	Less than 100%	N/A
SLA 6.01	New suppliers (Subcontractors) need to be available for delivering learning solutions within 20 working days after being identified by the customer and/or buyer.	At least 95%	85%	Less than 95%	N/A
SLA 6.02	Learning services to be delivered within the timescales agreed by the customers and/ or buyers, and the supplier.	100% at all times	95%	Less than 100%	Yes
SLA 6.03	Suppliers and subcontractors to be security accredited within the timescales stipulated in Annex 2 of the Security Schedule	100% at all times	95%	Less than 100%	N/A

- 2.3 Para 2.15 below sets out the formulae used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given service period which, for the purpose of this Schedule 10, shall be a recurrent period of one calendar Month during the Contract Period (the “Service Period”).
- 2.4 Para 2.20 below details each of the Service Levels Performance Criterion to which Service Credits will apply should the applicable Service Level Performance Measure not be met by the Supplier.
- 2.5 CSHR shall use the Performance Monitoring Reports provided by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 2.6 As a default, Service Credits will be accrued into the Continuous Improvement fund described in the Pricing Policy. For the avoidance of doubt, CSHR, as the Buyer on behalf of its customer users, reserves the right to recover any service credits due on behalf of the customer users, and can request payment in full of any service credits owed at any time (subject to normal payment terms).
- 2.7 The Supplier shall pay CSHR (if requested), on receipt of a valid invoice, the value of any service credits quarterly, via a method and process to be agreed during implementation, calculated using the formulae in Para 2.15 below.

Note – for the avoidance of doubt, CSHR reserves the right to request direct payment in full of any Service Credits owed at any point in time (subject to normal payment terms).

- 2.8 Performance against Service Credits will be monitored in each calendar month using performance reports to be agreed in Operational Schedule 2 – MI & Data.
- 2.9 [Redacted]
- 2.10 [Redacted]
- 2.11 [Redacted]
- 2.12 [Redacted]
- 2.13 [Redacted]
- 2.14 The Authority shall be entitled to Service Credits calculated to the nearest penny (standard rounding rules apply) in the event that any Service Level falls below the relevant Service Level Target measured on a monthly basis. Calculating Service Credits
- 2.15 [Redacted]
- 2.16 Service Performance and Credits are cumulative (that is Service Credits for all Service Level Targets that have not been met or exceeded shall be added together to make the total Service Credit payable, up to the Service Credit Cap in 2.19) for that month).
- 2.17 The Parties agree that Service Credits are a non-exclusive remedy, without prejudice to any rights or remedies of the authority under the Agreement or at Law including any entitlement that the authority may have to damages and/or to terminate.
- 2.18 For the purpose of the Service Credit calculations in Para 2.15a above, each 1% below the agreed Service Level = 1% of the monthly Call Off Contract Charges (as described in para 2.9 and 2.11).

SERVICE CREDIT CAP

- 2.19 [Redacted]
- 2.20 For avoidance of doubt the SLAs for which Service Credits will be applied are as follows:

SLAs to which Service Credits will be applicable are as follows: 1.01, 1.03, 2.07, 2.08, 3.05, 4.01, 5.01, 6.02

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Effective Date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 12 (Benchmarking)

Intentionally Not Used

Schedule 13 (Contract Management)

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

[Redacted]			•	
[Redacted]			•	
[Redacted]			•	
[Redacted]			•	
[Redacted]			•	
[Redacted]			•	
[Redacted]			•	

Schedule 13 (Contract Management)

[Redacted]			•	
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Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

- 2.1 At least forty (40) Working Days after the Effective Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster.
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the

Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with

the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 15 (Minimum Standards of Reliability)

Intentionally Not Used

Schedule 16 – Security

There are 2 parts to this schedule; Part 1 (Assurance Schedule) and Part 2 (Accreditation Schedule). It is important to note that only Part 2 will apply to this Agreement.

- Part 1: Assurance Schedule will apply to Lots 4, 5 and 6.
- Part 2: Accreditation Schedule will apply to Lots 1, 2 and 3.

Part 1: Assurance Schedule – N/A

Part 2: Accreditation Schedule

1. Definitions

In this Schedule, the following definitions shall apply:

"Accreditation"	the assessment of the Core Information Management System in accordance with Paragraph 6 by the Buyer or an independent information risk manager/professional appointed by the Buyer, which results in an Accreditation Decision;
"Accreditation Decision"	is the decision of the Buyer, taken in accordance with the process set out in Paragraph 6, to issue the Supplier with a Risk Management Approval Statement or a Risk Management Rejection Notice in respect of the Core Information Management System;
"Accreditation Plan"	the Supplier's plan to attain an Risk Management Approval Statement from the Buyer, which is prepared by the Supplier and approved by the Buyer in accordance with Paragraph 6.6;
"Anti-Malicious Software"	means software that scans for and identifies possible Malicious Software in the ICT Environment;
"Baseline Security Requirements"	means those requirements set out in Annex 1.
"Accreditation Plan"	the Supplier's plan to attain an Risk Management Approval Statement

	from the Buyer, which is prepared by the Supplier and approved by the Buyer in accordance with Paragraph 6.6;
"Anti-Malicious Software"	means software that scans for and identifies possible Malicious Software in the ICT Environment;
"Baseline Security Requirements"	means those requirements set out in Annex 1.
"Accreditation Plan"	the Supplier's plan to attain a Risk Management Approval Statement from the Buyer, which is prepared by the Supplier and approved by the Buyer in accordance with Paragraph 6.6;
"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System and/or any information or data (including the Confidential Information and the Government Data) used by the Buyer, the Supplier or any Subcontractor in connection with this Contract; (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including copies of such information or data, used by the Buyer, the Supplier or any Subcontractor in connection with this Contract; and/or (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements, <p>in each case as more particularly set out in the security requirements in Schedule 2 (Specification) and the Award Form and the Baseline Security Requirements</p>

"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Certification Requirements"	the requirements set out in Paragraphs 7.1 to 7.6, inclusive;
"CHECK Service Provider"	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the ITHC services required by the Paragraph 8.2 of Schedule 16 (Security);
"CIMS Subcontractor"	a Subcontractor that provides or operates the whole, or a substantial part, of the Core Information Management System;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Core Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources) which the Buyer has determined in accordance with Paragraph 4.2 shall be subject to Accreditation;
"CREST Service Provider"	means a company with a SOC Accreditation from CREST International;
"Higher Risk Sub-contractor"	means a Sub-contractor that Processes Government Data, where that data includes either:

	(d) the Personal Data of 1000 or more individuals in aggregate during the period between the Contract Start Date and the End Date; or (e) Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned.
"ICT Environment"	the Buyer System and the Supplier System;
"Information Management System"	means the Core Information Management System and the Wider Information Management System;
"IT Health Check"	has the meaning given Paragraph 8.1.1;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Medium Risk Subcontractor"	means a Sub-contractor that Processes Government Data, where that data (f) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the Contract Start Date and the End Date; and (g) does not include Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned.
"Personal Data"	has the meaning given in the Data Protection Legislation;
"Personal Data Breach"	has the meaning given in the Data Protection Legislation;
"Personal Data Processing Statement"	sets out: (i) the types of Personal Data which the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; (ii) the categories

	of Data Subjects whose Personal Data the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; the nature and purpose of such Processing; (iii) the locations at which the Supplier and/or its Subcontractors Process Government Data; and, (iv) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Government Data against a Security Breach including a Personal Data Breach, which shall be prepared by the Supplier in accordance with Paragraph 6.4 and included in the Risk Management Documentation;
"Process Government Data"	any operation which is performed on Government Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Government Data;
"Required Changes Register"	is a register which forms part of the Security Management Plan which records each of the changes that the Supplier has agreed with the Buyer shall be made to the Core Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 6.15.1 together with the date on which each such change shall be implemented and the date on which each such change was implemented;
"Risk Management Approval Statement"	a notice issued by the Buyer which sets out the information risks associated with using the Core Information Management System and confirms that the Buyer is satisfied that the identified risks have been adequately and appropriately addressed and that the residual risks

	are understood and accepted by the Buyer;
"Risk Management Reject Notice"	has the meaning given in Paragraph 6.9.2;
"Security Management Plan"	has the meaning given in Paragraph 6.5;
"Security Test"	has the meaning given Paragraph 8.1; and
"Special Category Personal Data"	means the categories of Personal Data set out in article 9(1) of the GDPR.
"Statement of Information Risk Appetite"	has the meaning given in Paragraph 5.1;.
"Subcontractor Security Requirements"	means those requirements set out in Annex 2.
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Vulnerability Correction Plan"	has the meaning given in Paragraph 8.3.3(a); and
"Wider Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data which have not been determined by the Buyer to form part of the Core Information Management System, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources).

2. Introduction

This Schedule sets out:

- 2.1.1 the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under

this Contract to ensure the security of the Government Data, the ICT Environment, the Services and the Information Management System;

- 2.1.2 the process which shall apply to the Accreditation of the Core Information Management System in Paragraph 6;
- 2.1.3 the Certification Requirements applicable to the Wider Information Management System in Paragraph 7;
- 2.1.4 the Security Tests which the Supplier shall conduct during the Contract Period in Paragraph 8;
- 2.1.5 the Security Tests which the Buyer may conduct during the Contract Period in Paragraph 8.6;
- 2.1.6 the requirements to patch vulnerabilities in the Core Information Management System in Paragraph 9;
- 2.1.7 the obligations on the Supplier to prevent the introduction of Malicious Software into the Information Management System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Information Management System in Paragraph 10; and
- 2.1.8 each Party's obligations in the event of an actual or attempted Breach of Security in Paragraph 11.

3. Principles of Security

The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:

- 3.1.1 the Sites;
- 3.1.2 the ICT Environment;
- 3.1.3 the Services; and
- 3.1.4 the Core Information Management System.

Notwithstanding the involvement of the Buyer in the Accreditation of the Core Information Management System, the Supplier shall be and shall remain responsible for:

- 3.2.1 the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and
- 3.2.2 the security of the Information Management System.

The Supplier shall:

- 3.3.1 comply with the Baseline Security Requirements; and
- 3.3.2 ensure that each Sub-contractor that Processes Government Data complies with the Subcontractor Security Requirements.

The Operational Board established under Paragraph 4.1 of Schedule 13 (Contract Management) shall, in addition to its responsibilities set out that Schedule, monitor and may also provide recommendations to the Supplier on the Accreditation of the Core Information Management System.

To facilitate the Supplier's design, implementation, operation, management and continual improvement of the Security Management Plan and the security of the Services and Information Management System and otherwise:

- 3.4.1 the Supplier shall provide access to the Supplier Staff responsible for information assurance; and
- 3.4.2 the Buyer shall provide access to its personnel responsible for information assurance at reasonable times on reasonable notice.

4 Information Management System

- 4.1 The Information Management System comprises the Core Information Management System and the Wider Information Management System.
- 4.2 The Buyer shall be responsible for determining the boundary between the Core Information Management System and the Wider Information Management System. In order to enable the Buyer to make such determination, the Supplier shall provide the Buyer with such documentation and information that the Buyer may reasonably require regarding any information assets, ICT systems and/or Sites which will be used by the Supplier or any Subcontractor to Process Government Data together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources). The Buyer shall notify the Supplier, as soon as reasonably practical following the receipt of such documentation and information, of its decision regarding the component parts of the Core Information Management System and its boundary with the Wider Information Management System. The Supplier shall reproduce the Buyer's decision as a diagram documenting the Core Information Management System, the Wider Information Management system and the boundary between the two. This diagram shall form part of the Security Management Plan.
- 4.3 Any proposed change to the component parts of the Core Information Management System or the boundary between the Core Information Management System and the Wider Information Management System shall be notified and processed in accordance with Clause 24 of the Core Terms (Changing the contract).

5. Statement of Information Risk Appetite and Baseline Security Requirements

- 5.1 The Supplier acknowledges that the Buyer has provided and the Supplier has received a statement of information risk appetite for the Supplier System and the Services (the "**Statement of Information Risk Appetite**").
- 5.2 The Buyer's Baseline Security Requirements in respect of the Core Information Management System are set out in Annex 4.

6. Accreditation of the Core Information Management System

- 6.1 The Core Information Management System shall be subject to Accreditation in accordance with this Paragraph 6.
- 6.2 The Supplier acknowledges that the purpose of Accreditation is to ensure that:
 - 6.2.1 the Security Management Plan accurately represents the Core Information Management System;
 - 6.2.2 the Accreditation Plan, if followed, provides the Buyer with sufficient confidence that the CIMS will meet the requirements of the Baseline Security Requirements and the Statement of Risk Appetite; and
 - 6.2.3 the residual risks of the Core Information Management System are no greater than those provided for in the Statement of Risk Appetite and Baseline Security Requirements.
- 6.3 The Accreditation shall be performed by the Buyer or by representatives appointed by the Buyer.
- 6.4 In addition to any obligations imposed by Schedule 8 (Implementation Plan and Testing) the Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule 16 (Security), including any requirements imposed on Subcontractors by Annex 1, from the Contract Start Date.
- 6.5 By the date specified in the Implementation Plan, the Supplier shall prepare and submit to the Buyer the risk management documentation for the Core Information Management System, which shall be subject to approval by the Buyer in accordance with, this Paragraph 6 (the "**Security Management Plan**").
- 6.6 The Security Management Plan shall be structured in accordance with the template as set out in Annex 3 and include:
 - 6.6.1 the Accreditation Plan, which shall include:

- (a) the dates on which each subsequent iteration of the Security Management Plan will be delivered to the Buyer for review and staged approval; and
 - (b) the date by which the Supplier is required to have received a Risk Management Approval Statement from the Buyer together with details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in order for the Supplier to receive a Risk Management Approval Statement pursuant to Paragraph 6.9.1.
- 6.6.2 a formal risk assessment of the Core Information Management System and a risk treatment plan for the Core Information Management System;
- 6.6.3 a completed ISO 27001:2013 Statement of Applicability for the Core Information Management System; the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Services, processes associated with the delivery of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to extent that it is under the control of the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 6.6.4 unless such requirement is waived by the Buyer, proposed controls that will be implemented in respect of all aspects of the Services and all processes associated with the delivery of the Services, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 6.6.5 the Required Changes Register;
- 6.6.6 evidence that the Supplier and each applicable Subcontractor is compliant with the Certification Requirements;
- 6.6.7 a Personal Data Processing Statement;
- 6.6.8 The diagram documenting the Core Information Management System, the Wider Information Management System and the boundary between the two created under Paragraph 4.2.
- 6.7 To facilitate Accreditation of the Core Information Management System, the Supplier shall provide the Buyer and its authorised representatives with:

- 6.7.1 access to the Sites, ICT information assets and ICT systems within the Core Information Management System on request or in accordance with the Accreditation Plan; and
- 6.7.2 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require, to enable the Buyer to establish that the Core Information Management System is compliant with the Security Management Plan.
- 6.8 The Buyer shall, by the relevant date set out in the Accreditation Plan, review Security Management Plan and issue to the Supplier either:
 - 6.8.1 a Risk Management Approval Statement which will then form part of the Security Management Plan, confirming that the Buyer is satisfied that the identified risks to the Core Information Management System have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer; or
 - 6.8.2 a rejection notice stating that the Buyer considers that the identified risks to the Core Information Management System have not been adequately or appropriately addressed or the residual risks to the Core Information Management System have not been reduced to the level anticipated by the Statement of Information Risk Appetite, and the reasons why ("**Risk Management Rejection Notice**").
- 6.9 If the Buyer issues a Risk Management Rejection Notice, the Supplier shall, within 20 Working Days of the date of the Risk Management Rejection Notice:
 - 6.9.1 address all of the issues raised by the Buyer in such notice;
 - 6.9.2 update the Security Management Plan, as appropriate, and
 - 6.9.3 notify the Buyer that the Core Information Management System is ready for an Accreditation Decision.
- 6.10 If the Buyer issues a two or more Risk Management Rejection Notices, the failure to receive a Risk Management Approval Statement shall constitute a material Default and the Buyer may by terminate this Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 6.11 Subject to Paragraph 6.10, the process set out in Paragraphs 6.8 to 6.10 shall be repeated until such time as the Buyer issues a Risk Management Approval Statement to the Supplier or terminates this Contract.
- 6.12 The Supplier shall not use the Core Information Management System to Process Government Data prior to receiving a Risk Management Approval Statement.

- 6.13 The Supplier shall keep the Core Information Management System and Security Management Plan under review and shall update the Security Management Plan annually in accordance with this Paragraph and the Buyer shall review the Accreditation Decision annually and following the occurrence of any of the events set out in Paragraph 6.15.
- 6.14 The Supplier shall notify the Buyer within 2 Working Days, and as determined in the Security Management Plan, after becoming aware of:
- 6.14.1 a significant change to the components or architecture of the Core Information Management System;
 - 6.14.2 a new risk or vulnerability is identified to the components or architecture of the Core Information Management System;
 - 6.14.3 a change in the threat profile;
 - 6.14.4 a Subcontractor failure to comply with the Core Information Management System code of connection;
 - 6.14.5 a significant change to any risk component;
 - 6.14.6 a significant change in the quantity of Personal Data held within the Core Information Management System;
 - 6.14.7 where the Supplier has previously Processed Personal Data that does not include Special Category Personal Data, it starts to Process Special Category Personal Data, other than data relating to accessibility or dietary requirements relating to an individual and/or where a Supplier's sub-contractor is due to move from a Medium Risk Sub-contractor to a High Risk Sub-contractor;
 - 6.14.8 a proposal to change any of the Sites from which any part of the Services are provided; and/or
 - 6.14.9 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns; and
update the Required Changes Register and provide the updated Required Changes Register to the Buyer for review and approval within 10 Working Days after the initial notification or such other timescale as may be agreed with the Buyer.
- 6.15 If the Supplier fails to implement a change which is set out in the Required Changes Register by the date agreed with the Buyer, such failure shall constitute a material Default and the Supplier shall:
- 6.15.1 immediately cease using the Core Information Management System to Process Government Data until the Default is remedied, unless directed otherwise by the Buyer in writing and then it may only continue to Process Government Data in accordance with the Buyer's written directions; and
 - 6.15.2 where such Default is capable of remedy, the Supplier shall remedy such Default within the timescales set by the Buyer and, should the Supplier fail to

remedy the Default within such timescales, the Buyer may terminate this Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

- 6.16 The Supplier shall review each Change Request against the Security Management Plan to establish whether the documentation would need to be amended should such Change Request be agreed and, where a Change Request would require an amendment to the Security Management Plan, the Supplier shall set out any proposed amendments to the documentation in the Impact Assessment associated with such Change Request for consideration and approval by the Buyer.
- 6.17 The Supplier shall be solely responsible for the costs associated with developing and updating the Security Management Plan and carrying out any remedial action required by the Buyer as part of the Accreditation process.

7. Certification Requirements

- 7.1 The Supplier shall ensure, at all times during the Contract Period, that it is certified as compliant with:
 - 7.1.1 ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
 - 7.1.2 Cyber Essentials PLUS, in accordance with the requirements in Schedule 19 (Cyber Essentials Scheme), and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Government Data.
- 7.2 Notwithstanding anything else in this Contract, a CMIS Subcontractor shall be treated for all purposes as a Key Subcontractor.
- 7.3 In addition to the obligations contained in Schedule 27 (Key Subcontractors), the Supplier must ensure that the Key Subcontract with each CIMS Subcontractor:
 - 7.3.1 contains obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Schedule 16 (Security); but
 - 7.3.2 provides for the Buyer to perform Accreditation of any part of the Core Information Management System that the CIMS Subcontractor provides or operates which is not otherwise subject to Accreditation under this Schedule 16 (Security).
- 7.4 The Supplier shall ensure that each Higher Risk Subcontractor is certified as compliant with either:

- 7.4.1 ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or
 - 7.4.2 Cyber Essentials PLUS, in accordance with the requirements in Schedule 19 (Cyber Essentials Scheme), and shall provide the Buyer with a copy of each such certificate of compliance before the Higher-Risk Subcontractor shall be permitted to receive, store or Process Government Data.
 - 7.5 The Supplier shall ensure that each Medium Risk Subcontractor is certified compliant with Cyber Essentials, in accordance with the requirements in Schedule 19 (Cyber Essentials Scheme).
 - 7.6 The Supplier shall ensure that the Supplier and each Subcontractor who is responsible for the secure destruction of Government Data:
 - 7.6.1 securely destroys Government Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
 - 7.6.2 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Buyer.
- The Supplier shall provide the Buyer with evidence of its and its Subcontractor's compliance with the requirements set out in this Paragraph before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to carry out the secure destruction of the Government Data.
- 7.7 The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Certification Requirements and, on request from the Buyer, shall or shall procure that the relevant Subcontractor shall:
 - 7.7.1 immediately ceases using the Government Data; and
 - 7.7.2 procure that the relevant Subcontractor promptly returns, destroys and/or erases the Government Data in accordance with Baseline Security Requirements.
 - 7.8 The Buyer may agree to exempt in whole or part the Supplier or any Subcontractor from the Certification Requirements. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

8. Security Testing

- 8.1 The Supplier shall, at its own cost and expense, at a maximum twice times per year:
 - 8.1.1 procure testing of the Core Information Management System preferably by a CHECK Service Provider or alternatively by a CREST Service Provider (an **"IT Health Check"**):
 - (a) prior to it submitting the Security Management Plan to the Buyer for an Accreditation Decision;
 - (b) if directed to do so by the Buyer; and
 - (c) once every 12 months during the Contract Period.
 - 8.1.2 conduct vulnerability scanning and assessments of the Core Information Management System monthly;
 - 8.1.3 conduct an assessment as soon as reasonably practicable following receipt by the Supplier or any of its Subcontractors of a critical vulnerability alert from a supplier of any software or other component of the Core Information Management System to determine whether the vulnerability affects the Core Information Management System; and
 - 8.1.4 conduct such other tests as are required by:
 - (a) any Vulnerability Correction Plans;
 - (b) the ISO27001 certification requirements;
 - (c) the Security Management Plan; and
 - (d) the Buyer following a Breach of Security or a significant change to the components or architecture of the Core Information Management System, (each a **"Security Test"**).
- 8.2 The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case within 10 Working Days, after completion of each Security Test.
- 8.3 In relation to each IT Health Check, the Supplier shall:
 - 8.3.1 agree with the Buyer the aim and scope of the IT Health Check;
 - 8.3.2 promptly, and in any case no later than 10 Working Days, following receipt of each IT Health Check report, provide the Buyer with a copy of the IT Health Check report;
 - 8.3.3 in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:

(a) prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:

- (i) how the vulnerability will be remedied;
- (ii) the date by which the vulnerability will be remedied;
- (iii) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;

(b) comply with the Vulnerability Correction Plan; and

(c) conduct such further Security Tests on the Core Information Management System as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

- 8.4 The Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer.
- 8.5 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. Without prejudice to the Supplier's obligations under Paragraph 8.3, the Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case no later than 10 Working Days, after completion of each Security Test.
- 8.6 The Buyer and/or its authorised representatives shall be entitled, , to carry out such tests (including penetration tests) as it may deem necessary in relation to the Service, the Information Management System and/or the Supplier's compliance with the Security Management Plan ("**Buyer Security Tests**"), provided the Supplier is notified at least 20 Working Days prior and scope agreed at least 20 Working Days prior to the test being conducted, unless where such notification is not possible due to regulatory or legal reasons. The Buyer shall take reasonable steps to notify the Supplier prior to carrying out such Buyer Security Test to the extent that it is reasonably practicable for it to do so taking into account the nature of the Buyer Security Test.
- 8.7 The Buyer shall notify the Supplier of the results of such Buyer Security Tests after completion of each Buyer Security Test.
- 8.8 The Buyer Security Tests shall be designed and implemented so as to minimise their impact on the delivery of the Services. If a Buyer Security Test causes Supplier Non-Performance, the Buyer Security Test shall be treated as an Authority Cause for the purposes of Clause 5.1 of the Core

Terms, except where the root cause of the Supplier Non-Performance was a weakness or vulnerability exposed by the Buyer Security Test.

- 8.9 Without prejudice to the provisions of Paragraph 8.3.3, where any Security Test carried out pursuant to this Paragraph 8 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the Core Information Management System and/or the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to approval, the Supplier shall implement such changes to the Core Information Management System and/or the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible.
- 8.10 If the Buyer unreasonably withholds its approval to the implementation of any changes proposed by the Supplier to the Security Management Plan in accordance with Paragraph 8.8 above, the Supplier shall not be deemed to be in breach of this Contract to the extent it can be shown that such breach:
- 8.10.1 has arisen as a direct result of the Buyer unreasonably withholding its approval to the implementation of such proposed changes; and
- 8.10.2 would have been avoided had the Buyer given its approval to the implementation of such proposed changes.
- 8.11 For the avoidance of doubt, where a change to the Core Information Management System and/or the Security Management Plan is required to remedy non-compliance with the Risk Management Documentation, the Baseline Security Requirements and/or any obligation in this Contract, the Supplier shall effect such change at its own cost and expense.
- 8.12 If any repeat Security Test carried out pursuant to Paragraph 8.9 reveals an actual or potential Breach of Security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default and the Buyer may by terminate this Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 8.13 The Supplier shall, by 31 March of each year during the Contract Period, provide to the Buyer a letter from its chief executive officer (or equivalent officer) confirming that having made due and careful enquiry:
- 8.13.1 the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters under this Contract; and
- 8.13.2 the Supplier is confident that its security and risk mitigation procedures with respect to the Services remain effective.

9. Vulnerabilities and Corrective Action

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 9.2 The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
 - 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 Subject to Paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Core Information Management System within:
 - 9.3.1 7 days after the public release of patches for those vulnerabilities categorised as 'Critical' for external facing systems (as described in the Security Management plan);
 - 9.3.2 10 days after the public release of patches for those vulnerabilities categorised as 'Critical', for internal facing systems (as described in the Security Management plan);
 - 9.3.3 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
 - 9.3.4 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.
- 9.4 The timescales for applying patches to vulnerabilities in the Core Information Management System set out in Paragraph 9.3 shall be extended where:
 - 9.4.1 the Supplier can demonstrate that a vulnerability in the Core Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;

- 9.4.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
- 9.4.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.
- 9.5 The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Contract Period unless otherwise agreed by the Buyer in writing.
- 9.6 The Supplier shall:
 - 9.6.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
 - 9.6.2 notify NCSC or the required Buyer contacts of any incident as per the incident management process defined in the Security Management plan of any actual or sustained attempted Breach of Security;
 - 9.6.3 ensure that the Core Information Management System is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.6.4 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the Core Information Management System by actively monitoring the threat landscape during the Contract Period;
 - 9.6.5 pro-actively scan the Core Information Management System for vulnerable components and address discovered vulnerabilities through the processes described in the Security Management Plan;
 - 9.6.6 from the date specified in the Accreditation Plan and within 5 Working Days of the end of each subsequent month during the Contract Period, provide the Buyer with a written report which details both patched and outstanding vulnerabilities in the Core Information Management System, the elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report and any failure to comply with the timescales set out in Paragraph 9.3 for applying patches to vulnerabilities in the Core Information Management System;
 - 9.6.7 propose interim mitigation measures to vulnerabilities in the Core Information Management System known to be exploitable where a security patch is not immediately available;

- 9.6.8 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Core Information Management System); and
- 9.6.9 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the Core Information Management System and provide initial indications of possible mitigations.
- 9.7 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under Paragraph 10, the Supplier shall immediately notify the Buyer.
- 9.8 If the Supplier fails to patch vulnerabilities in the Core Information Management System in accordance with Paragraph 9.3, such failure shall constitute a material Default and the Buyer may by terminate this Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

10. Malicious Software

- 10.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Government Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.
- 10.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 10.3 any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 10.2 shall be borne by the Parties as follows:
 - 10.3.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third-Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 10.3.2 otherwise by the Buyer.

11. Breach of Security

- 11.1 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall notify the other in accordance with the security incident management process as set out in the Security Management Plan.
- 11.2 The security incident management process set out in the Security Management Plan shall, as a minimum, require the Supplier upon becoming aware of a Breach of Security or an attempted Breach of Security to:
- 11.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer which shall be completed within such timescales as the Buyer may reasonably require) necessary to:
- (a) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Information Management System against any such potential or attempted Breach of Security;
 - (c) apply a tested mitigation against any such Breach of Security or potential or attempted Breach of Security and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to deliver the Services so as to meet any Performance Indicator, the Supplier shall be granted relief against the failure to meet such affected Performance Indicator for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier; and
 - (d) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure;
- 11.2.2 as soon as reasonably practicable and, in any event, provide an initial notification to the Buyer within 2 Working Days, after becoming aware of, and provide a written update within 5 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 11.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the Information Management System and/or the Security Management Plan with the Baseline Security Requirements and/or this Contract, then such action and any required change to the Information Management System and/or Security Management Plan shall be completed by the Supplier at no cost to the Buyer.
- 11.4 If the Supplier fails to comply with its obligations set out in this Paragraph 11, such failure shall constitute a material Default, which if not remedied

to the satisfaction of the Buyer, shall permit the Buyer to terminate this Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

12. Data Processing, Storage, Management and Destruction

12.1 In addition to the obligations on the Supplier set out Clause 14 of the Core Terms (Data Protection) in respect of Processing Personal Data and compliance with the DPA, the Supplier shall:

12.1.1

The Supplier shall not and shall procure that none of its Sub-contractors Process Government Data outside the UK or other country granted Data adequacy status by the UK Government. Requests to Process Government Data outside the UK or other country granted Data adequacy status by the UK Government must receive written Cabinet Office Security approval. NOTE any approval might impose conditions on that permission, with which the Supplier and/or Sub-contractor must comply. Any permission must be in writing to be effective.

12.1.2 on demand, provide the Buyer with all Government Data in an agreed open format;

12.1.3 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

12.1.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer; and

12.1.5 securely destroy all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Contract and, in the absence of any such requirements, as directed by the Buyer.

Annex 1: Baseline Security Requirements

1. Security Classification of Information

If the provision of the Services requires the Supplier to Process Government Data which is classified as:

- 1.1.1 OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards; and/or
- 1.1.2 SECRET or TOP SECRET, the Supplier shall only do so where it has notified the Buyer prior to receipt of such Government Data and the Supplier shall implement additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2. End User Devices

- 2.1 The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 2.2 Except where the Buyer has given its prior written consent to an alternative arrangement, the Supplier shall ensure that any device which is used to Process Government Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

3. Networking

The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

4. Personnel Security

- 4.1 All Supplier Staff shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the

individual's employment history; verification of the individual's criminal record.

- 4.2 The Buyer and the Supplier shall review the roles and responsibilities of the Supplier Staff who will be involved in the management and/or provision of the Services in order to enable the Buyer to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Government Data or data which is classified as OFFICIAL-SENSITIVE.
- 4.3 The Supplier shall not permit Supplier Staff who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Buyer has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.
- 4.4 The Supplier shall ensure that Supplier Staff are only granted such access to Government Data as is necessary to enable the Supplier Staff to perform their role and to fulfil their responsibilities.
- 4.5 The Supplier shall ensure that Supplier Staff who no longer require access to the Government Data (e.g. they cease to be employed by the Supplier or any of its Subcontractors), have their rights to access the Government Data revoked within 1 Working Day.

5. Identity, Authentication and Access Control

- 5.1 The Supplier shall operate an access control regime to ensure:
 - 5.1.1 all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and
 - 5.1.2 all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.
- 5.2 The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.
- 5.3 The Supplier shall retain records of access to the Sites and to the Supplier System for a period of 12 months and shall make such record available to the Buyer on request.

6. Audit and Protective Monitoring

- 6.1 The Supplier shall collect audit records which relate to security events in Core Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Core Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Government Data.
- 6.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the Core Information Management System.
- 6.3 The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Security Management Plan.

7. Secure Architecture

- 7.1 The Supplier shall design the Core Information Management System in accordance with:
 - 7.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
 - 7.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
 - 7.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
 - (a) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
 - (b) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
 - (c) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;

- (d) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
- (e) "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
- (e) "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Staff have access to Government Data and/or the Buyer System that those personnel be subject to appropriate security screening and regular security training;
- (f) "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
- (g) "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Subcontractors and other suppliers;
- (h) "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Buyer to securely manage the Buyer's use of the Service;
- (i) "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- (j) "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
- (k) "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
- (m) "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Buyer with the audit records it needs to monitor access to the Service and the Government Data held by the Supplier and/or its Subcontractors;

(n) "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Staff on the safe and secure use of the Information Management System.

Annex 2: Security Requirements for Sub-contractors

1. Application of Annex

- 1.1. This Annex applies to all Sub-contractors that Process Government Data.
- 1.2. The Supplier must:
 - 1.2.1. ensure that those Sub-contractors comply with the provisions of this Annex;
 - 1.2.2. keep sufficient records to demonstrate that compliance to the Buyer; and
 - 1.2.3. ensure that its Implementation Plan includes Deliverable Items, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Government Data.

2. Designing and managing secure solutions

- 2.1. The Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://www.ncsc.gov.uk/collection/cyber-security-design-principles>.
- 2.2. The Sub-contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Buyer on the Buyer's request.

3. Data Processing, Storage, Management and Destruction

- 3.1. The Sub-contractor must not Process any Government Data outside the UK or other country granted Data adequacy status by the UK Government.. The Buyer may permit the Sub-contractor to Process Government Data outside the UK and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.
- 3.2. The Sub-contractor must securely erase any or all Government Data held by the Sub-contractor when requested to do so by the Buyer; and securely destroy all media that has held Government Data at the end of life of that media in accordance with the NCSC Assured Service (CAS)

Service Requirement Sanitisation Standard, or an alternative agreed in writing by the Buyer.

4. Personnel Security

- 4.1. The Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel Security Standard is at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.
- 4.2. The Sub-contractor must, if the Buyer requires, at any time, ensure that one or more of the Sub-contractor's staff obtains Security Check clearance in order to Process Government Data containing Personal Data above certain volumes specified by the Buyer, or containing Special Category Personal Data.
- 4.3. Any Sub-contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo DBS checks

5. End User Devices

- 5.1. The Sub-contractor shall ensure that any Government Data stored (for any period of time) on a mobile, removable or physically uncontrolled device is encrypted. The Sub-contractor must follow the Information Commissioner's Office guidance on implementing encryption, which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/security/encryption/>.
- 5.2. The Supplier shall ensure that any device used to Process Government Data meets all the security requirements set out in the NCSC End User Devices Platform Security Guidance, which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

6. Networking

- 6.1 The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

7. Patching and Vulnerability Scanning

- 7.1. The Sub-contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8. Third Party Subcontractors

- 8.1. The Sub-contractor must not transmit or disseminate the Government Data to any other person unless specifically authorised by the Buyer. Such authorisation must be in writing to be effective and may be subject to conditions.
- 8.2. The Sub-contractor must not, when performing any part of the Services, use any software to Process the Government Data where the licence terms of that software purport to grant the licensor rights to Progress the Government Data greater than those rights strictly necessary for the use of the software.

Annex 3



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Security Management Plan TemplateManagement Plan Te

Schedule 17 (Service Recipients)

Intentionally Not Used

Schedule 18 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 18; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the

Deliverables above a minimum threshold of £100,000 that arise during the Contract Period if cannot otherwise be sourced from existing supply chain

2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;

2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 18 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the

Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain
Information Report Te

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.cyberessentials.ncsc.gov.uk/
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need?

2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Plus/or equivalent Certificate. Please see the certification table and certification requirements for CSHR in Annex 1 of this document. The Supplier shall provide a valid Cyber Essentials Plus Certificate to the Authority and other related certification. Please refer to 1.3 of Attachment 11, Specification. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to the Authority its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to process data during the Contract Period of any Contract the Supplier shall deliver to the Authority evidence of renewal

of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to process data after the Start date of the Contract but before the end of the Contact Period, the Supplier shall deliver evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Authority reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Contract

Annex 1 – Certification table

Lots	Subcontractor name	Definition	Requirements
1, 2 and 3	Supplier		<ul style="list-style-type: none"> • ISO27001:2013 Certification (within 6 months of (Contract Commencement Date) and Cyber Essential Plus (within 3 months of (Contract Commencement Date)
4, 5 and 6	Supplier		<ul style="list-style-type: none"> • ISO27001:2013 Certification (within 6 months of (Contract Commencement Date) and Cyber Essential Plus (within 3 months of (Contract Commencement Date)
1, 2 and 3	CIMS Subcontractor	a Subcontractor that provides or operates the whole, or a substantial part, of the Core Information Management System	<ul style="list-style-type: none"> • Treated as a Key Subcontractor, whether or not they might otherwise fall within the definition of that term. • Subcontract with the CIMS Subcontractor must contain the equivalent of the security management schedule and must allow the Buyer to perform Accreditation on the parts of the Core Information Management System the CIMS Subcontractor is responsible for. • Cyber Essential Plus - Either the CIMS Subcontractor have it before Contract Commencement date or they obtain within 3 months. • ISO27001:2013 - Either the CIMS Subcontractor have it before Contract Commencement date or they obtain within 6 months. • Must flow down relevant requirements to its subcontractors • Must comply with the provisions of Annex 1

All	Higher Risk Subcontractor	A Subcontractor that processes, or is likely to process, Personal Data relating to 1000 or more individuals over the term of the Contract, or which processes or is likely to process Special Category Personal Data other than access requirements and dietary requirements for individuals, at any stage during the term of the Contract.	<ul style="list-style-type: none"> • Cyber Essential Plus - Either the High Risk Subcontractor have it before Contract Commencement date or they obtain within 3 months. • ISO27001:2013 - Either the High Risk Subcontractor have it before Contract Commencement date or they obtain within 6 months. • Must comply with the provisions of Annex 1
All	Medium Risk Subcontractor	A Subcontractor that processes, or is likely to process, Personal Data relating to between 100 and 999 individuals over the term of the Contract	<ul style="list-style-type: none"> • Must have Cyber Essentials before the Process Government Data. • Must comply with the provisions of Annex 1
All	All other Subcontractors		<ul style="list-style-type: none"> • Must comply with the provisions of Annex 1

Schedule 20 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA - <http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>. A Party may act as:
 - (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound,

- uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or

- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR (<https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation>) or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
 12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
 14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
 - 16.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
[Redacted]
- 1.2 The contact details of the Supplier's Data Protection Officer are:
[Redacted]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

[Redacted]	[Redacted]

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract).

Contract Details		
This variation is between:	<div>[insert name of Buyer] ("the Buyer")</div> <div>And</div> <div>[insert name of Supplier] ("the Supplier")</div>	
Contract name:	[insert name of contract to be changed] ("this Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to this Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in this Contract.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

Schedule 23 (Guarantee)

Intentionally Not Used

Schedule 24 (Financial Difficulties)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Applicable Financial Indicators"	means the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
"Credit Reference Agencies"	the credit reference agencies listed in Part A of Annex 1;
"Credit Score Notification Trigger"	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
"Credit Score Notification Trigger Event"	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Part C of Annex 2; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;

"Primary Metric"	[credit rating pursuant to Paragraph 3.3]/[credit score pursuant to Paragraph 4.3]/[financial indicators pursuant to Paragraph 5.4]
"Monitored Supplier"	those entities specified in Part B of Annex 3; and
"Rating Agencies"	the rating agencies listed in Part A of Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under this Contract until the termination or expiry of this Contract.

3. Credit Ratings

- 3.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Part A of Annex 2.
- 3.2 The Supplier shall:
 - 3.2.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
 - 3.2.2 promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.
- 3.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

4. Credit Scores

- 4.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.
- 4.2 The Supplier shall:
 - 4.2.1 regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and

- 4.2.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).
- 4.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit score is the Primary Metric, the credit score of an FDE Group entity shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1 The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Part C of Annex 2 (where specified) and in any event, on a regular basis and no more than once a year within one hundred and twenty (120) days after the accounting reference date on request from the buyer
- 5.2 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers – May 2021* (as amended, supplemented or replaced from time to time) which as at the Effective Date can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf
- 5.3 Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
 - 5.3.1 be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; [and]
 - 5.3.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable[.]/[; and

- 5.3.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.]
- 5.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:
 - 5.4.1 a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for any [one] of the Financial Indicators set out in Part C of Annex 2 of this Schedule;
 - 5.4.2 a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3; or
 - 5.4.3 the Supplier does not deliver a report pursuant to Paragraph 5.3 in accordance with the applicable monitoring and reporting frequency.

6. What happens if there is a financial distress event

- 6.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 6.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.
- 6.3 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 6.4 without first giving the Supplier ten (10) Working Days to:
 - 6.3.1 rectify such late or non-payment; or
 - 6.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 6.4 The Supplier shall (and shall procure that each Additional FDE Group Member shall):
 - 6.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the

initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of this Contract and delivery of the Deliverables in accordance this Contract; and

6.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Deliverables in accordance with this Contract:

- (a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
- (b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
- (c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.

6.5 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

6.5.1 Approved;

6.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or

6.5.3 finally rejected by the Buyer.

6.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:

6.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance this Contract and delivery of the Deliverables in accordance with this Contract;

- 6.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;
 - 6.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 6.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 6.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

- 7.1 The Buyer shall be entitled to terminate this Contract for Material Default if:
- 7.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;
 - 7.1.2 the Supplier fails to comply with any part of Paragraph 6.4;
 - 7.1.3 subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3;
 - 7.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2;
 - 7.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2; and/or
 - 7.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.4,
- and the consequences of termination in Clause 14.5.1 shall apply.
- 7.2 A Material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier

that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

- 8.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4 to 6.6; and
- 8.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2(c)).

ANNEX 1: RATING AGENCIES AND CREDIT REFERENCE AGENCIES

Part A: Rating Agencies

[Rating Agency 1] – Dun and Bradstreet

ANNEX 2: CREDIT RATINGS, CREDIT SCORES AND FINANCIAL INDICATORS**Part A: Credit Rating**

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier (KPMG LLP)	[Redacted]	[Redacted]

Part B: Credit Score

Entity	Credit score	Credit Score Notification Trigger	Credit Score Threshold
Supplier	[Redacted]	[Redacted]	[Redacted]

Part C: Financial Indicators

The Parties agree that the obligations in Schedule 24 are deemed to be met with the Suppliers compliance with the central process with Cabinet Office as outlined in Schedule 37 Annex 1. In order to avoid duplication of management time on both sides, such data shall not be provided twice. The document currently provided to by the supplier to Cabinet Office re included below. The Supplier shall provide the buyer a copy of the Assurance upon expiration of the current Assurance.

[Redacted]

ANNEX 3 – ADDITIONAL FDE GROUP MEMBERS AND MONITORED SUPPLIERS

Part A: Additional FDE Group Members

[Guidance: List the entities that the Buyer wants to include in the FDE Group]

1. [[Guarantor]
2. [Key-Subcontractors]; and
3. [Monitored Suppliers]];

Part B: Monitored Suppliers

[Guidance: Insert details of any other entities which the Supplier is required to monitor against the Financial Indicators. These are in addition to the Supplier's monitoring of itself, the Guarantor and the Key Subcontractors. Not all the Financial Indicators may be applicable to a Monitored Supplier, so indicate which of those are to apply in the table below]

Entity Name	Company Number	Applicable Financial Indicators (these are the Financial Indicators from the table in Part C of Annex 2 which are to apply to the Monitored Suppliers)

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:	[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by Buyer:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Notifiable Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	

	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat
“Supply Chain Map”	means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least: <ul style="list-style-type: none">(a) the name, registered office and company registration number of each entity in the supply chain;(b) the function of each entity in the supply chain; and(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and
“Waste Hierarchy”	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: <ul style="list-style-type: none">(a) Prevention;(b) Preparing for re-use;(c) Recycling;(d) Other Recovery; and(e) Disposal.

Part A

1. Public Sector Equality Duty

1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

(a) equality of opportunity; and

(b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex,

sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;

- 3.1.12 if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:
- (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and
- 3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).
- 3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 [Guidance: Include if Optional paragraph 3.3 of Part B of this Schedule is included or Paragraph 3.3 of Part B of Schedule 26] the Buyer may by notice:
- 3.3.1 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
- 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so

in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two (2)] per requirement per Contract Year].

Part B

1. Equality, Diversity and Inclusion – Further Requirements

- 1.1 In delivering the Deliverables, the Supplier will comply with the Buyer's equality, diversity and inclusion requirements, to be provided to the Supplier by the Buyer.
- 1.2 The Supplier shall ensure that it fulfils its obligations under this Contract in a way that does not discriminate against individuals because of socio-

economic background, working pattern or having parental or other caring responsibilities.

2. Environmental – Further Requirements

- 2.1 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.
- 2.2 The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 2.3 In delivering the Deliverables, the Supplier must comply with the Buyer's sustainability requirements, to be provided to the Supplier by the Buyer.
- 2.4 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.
- 2.5 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
 - 2.5.1 avoid consumable single use items (including packaging) unless otherwise agreed with the Buyer, and unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Deliverables;
 - 2.5.2 demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 2.5.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 2.5.4 demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
 - 2.5.5 enhance the natural environment and connecting communities with the environment;
 - 2.5.6 achieve continuous improvement in environmental (and social) performance and
 - 2.5.7 demonstrate to the Buyer that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001.

- 2.6 The Supplier shall inform the Buyer within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

3. Modern Slavery– Further Requirements

- 3.1 The Supplier shall comply with any request by the Buyer to complete the Modern Slavery Assessment Tool within sixty (60) days of such request.
- 3.2 The following shall be added to the definition of “Audit” in Schedule 1 immediately after limb (k):
- “(l) carry out an unannounced or semi-announced inspection of any Site and speak directly to any Supplier Staff in a confidential manner and in the native language of such Supplier Staff in respect of workforce conditions, working or employment practices and recruitment practices;”
- 3.3 For the purposes of an audit carried out pursuant to limb (l) of the definition of “Audit”, in addition to any other rights under this Contract, the Buyer may instruct the Supplier to carry out such an audit of any Subcontractor by an independent third party and, if so instructed, the Supplier shall deliver a report to the Buyer within ninety (90) days of such instruction.
- 3.4 The Supplier shall comply with any request by the Buyer to provide a Supply Chain Map within fourteen (14) days of such request.
- 3.5 The Supplier shall comply with any request by the Buyer to provide a copy of any reports of any Subcontractor regarding any or all of workplace conditions, working or employment practices and recruitment practices within fourteen (14) days of such request.
- 3.6 The Supplier shall carry out due diligence to ensure workers in its business and its supply chains are not paying illegal or exploitative recruitment fees to secure employment, and where these fees are uncovered shall ensure that workers are remedied.

4. Further Reporting Requirements

- 4.1 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs [1 and 2] of this Part B above within [thirty (30)] days of such request, [provided that such requests are limited to [two] per requirement per Contract Year.
- 4.2 The Supplier shall complete the reports in Table A of this Part B in relation to its provision of the Deliverables under this Contract and provide these to the Buyer on the date and frequency outlined in Table A of this Part B.

Table A

KPMG will provide appropriate reports as requested by Cabinet office, this will apply to the KPMG corporate entity only and will not apply to sub-contractors of KPMG		

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.

- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this Contract) and 14.5 (What happens if this Contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).

Schedule 28 (ICT Services)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or

	d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the

	software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Schedule shall also include any premises (i) from, to or at which physical interface with the Buyer System takes place or (ii) where any part of the Supplier System is situated;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in

	supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
--	--

2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables. The ICT services which will be deemed to be in-scope for this Schedule will be outlined in Operational Schedule 6 – Supplier ICT services. This schedule will be developed as and when such services are commissioned.

3. Buyer due diligence requirements

3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2. The Supplier confirms that it has advised the Buyer in writing of:

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

3.2.2. the actions needed to remedy each such unsuitable aspect; and

3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

4.1. The Supplier represents and warrants that:

4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-

Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

4.1.2. all components of the Specially Written Software shall:

4.1.2.1. be free from material design and programming errors;

4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in 10 (Service Levels) and Documentation; and

4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("Quality Plans").

6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the

Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:

6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

7.1. The Supplier shall allow any auditor access to the Supplier premises to:

7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.

8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably

suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and

Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2 Licences for non-COTS IPR from the Supplier and third parties to the Buyer

9.2.1 Unless the Buyer gives its Approval the Supplier must not use in its delivery of the Goods and/or Services any:

a) Software based on (either partially or entirely) the Supplier's own Existing IPR unless that software is COTS Software; and/or

b) Software based on (either partially or entirely) third party Software unless that software is COTS Software; except that this requirement shall not apply to any Software which forms a constituent and integrated part of any Product that is ordered under this Contract (the licence to which shall be agreed by the Parties in accordance with replacement Clause 9 of this Contract) and provided that the Supplier notifies the Buyer in writing in advance if it considers that Software is excluded under this Clause 9.2.1.

9.2.2 Where the Buyer Approves the use of the software identified in Clause 9.2(a) above that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3 Where the Buyer Approves the use of third party Software identified in Clause 9.2(b) above that is not COTS Software, the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2 only uses Software which contains the third party IPR if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in respect of any Software used in the delivery of the Goods and/or Services in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software (and such Specially Written Software shall be New IPRs for the purposes of this Contract).

9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer

9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software used in the delivery of the Goods and/or Services grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2 Where the Supplier owns the COTS referred to in Clause 9.3.1, it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which is to be used in the delivery of the Goods and/or Services and/or which in the next thirty-six (36) months:

9.3.4.1 will no longer be maintained or supported by the developer;

or

9.3.4.2 will no longer be made commercially available

9.4 Buyer's right to assign/novate licences

9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1 a Central Government Body; or

9.4.1.2 to anybody (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5 Licence granted by the Buyer

9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6 Open Source Publication

9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and Software elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.2 suitable for publication by the Buyer as Open Source; and

9.6.3 based on Open Standards (where applicable),

9.6.4 and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.5 The Supplier hereby warrants that the Specially Written Software and Software elements of New IPR:

9.6.5.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.5.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.5.3 do not contain any material which would bring the Buyer into disrepute;

9.6.5.4 can be published as Open Source without breaching the rights of any third party;

9.6.5.5 will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified by the Buyer to the Supplier; and

9.6.5.6 do not contain any Malicious Software.

9.6.6 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or Software elements of the New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.6.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.6.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or Software elements of New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

Schedule 28A (Agile Development Additional Terms)

Intentionally Not Used

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

- 1.1 The Annex 1 (Key Role) to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contact Details
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Schedule 30 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 36 (Intellectual Property) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables,and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 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 the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

- 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [six (6) months] throughout the Contract Period;
 - (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;

- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects

- contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 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 Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth

transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:

- (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will 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
- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

- (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

1. and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in

favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1 copies of up-to-date procedures and operations manuals;
- 1.4.2 product information;
- 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
- 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
- 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 31 (Buyer Specific Terms)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2. Access to MOD sites

2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained

by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

3. DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

4 Authorisation by the Crown for use of third-party Intellectual Property Rights

- 4.1 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the MOD and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the MOD under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

1. DEFCONS

DEFCON No	Version	Description
DEFCON 5J	18/11/16	Unique Identifiers
DEFCON 76	11/22	Contractor's Personnel At Government Establishments.
DEFCON 129J	18/11/16	The Use Of Electronic Business Delivery Form
DEFCON 513	04/22	Value Added Tax (VAT)
DEFCON 534	06/21	Subcontracting and Prompt Payment
DEFCON 538	06/02	Severability
DEFCON 658	10/22	Cyber

2. DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description
DEFFORM129J	09/17	The Use Of The Electronic Business Delivery Form.

Schedule 32 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - 3.2.1 carry out a check with the records held by the Department for Education (DfE);
 - 3.2.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 3.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

Mandatory Exclusion Grounds

1. Public Contract Regulations 2015 R57(1), (2) and (3) Public Contract Directives 2014/24/EU Article 57(1) Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in

Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

2. Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt

Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

3. Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

4. Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

5. Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

6. Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 An offence under section 2 or

section 4 of the Modern Slavery Act 2015 **Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

7. Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

8. Discretionary exclusions

Obligations in the field of environment, social and labour law. Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

8.1 Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it

is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

8.2 Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

8.3 Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

8.4 Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

8.5 Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

8.6 Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

8.6.1 ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;

- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Schedule 33 (Scottish Law)

Intentionally Not Used

Schedule 34 (Northern Ireland Law)

Intentionally Not Used

Schedule 35 (Lease Terms)

Intentionally Not Used

Schedule 36 (Intellectual Property Rights)

Definitions:

“Approved Sub-Licensee)	means any of the following: a) a Central Government Body; b) any third party providing goods and/or services to a Central Government Body; and/or any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer;
“Buyer Data”	means: a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer’s and End User’s Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Buyer and/or End User; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or iii) any Personal Data for which the Buyer and/or End User is the Data Controller;
“Crown IPR”	means any IPR which is owned by the Crown;
“Collaboration Agreement”	means the collaboration agreement that the Supplier is required to enter into as a condition precedent to this Contract;
“Custom Licence”	means a licence in accordance with Clause 4.6;
“Default IPR Position”	means the obligation on the Supplier to offer and/or procure the licences set out at Clauses 4 and 7;
“End User”	means a user authorised by the Authority who access the Learning Services;

“Exceptional IPR Process”	means the process for agreeing alternative IPR arrangements as set out at Clause 12;
“LOM” or “Learning Operating Model”	means the operating model which is developed in accordance with the Collaboration Agreement;
“New IPR Item”	means a deliverable, document, product or other item within which New IPRs subsist;
“Operational Services”	means the operational learning services which are to be delivered following successful implementation and transition to the new operating model at the go-live date;
“Open Source”	means computer software, computer program, and any other material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open source licence;
“Open Source Publication Material”	means items created pursuant to the Contract which the Buyer may wish to publish as Open Source;
“Product”	a good and/or service that is offered by a Framework Supplier as a product under the Framework Agreement;
“Product Existing IPR”	means Existing IPR in a specific packaged and commoditised product that is offered to the market;
“Product Order Procedure”	means the process for ordering Products as set out in the LOM;
“Supplier Enhanced Licence”	means an enhanced licence to be offered by the Supplier as set out under Clause 4.5
“Professional and Regulatory Obligations”	means those laws, regulations and professional standards and guidelines which have been set by a competent authority, which the Supplier is duty bound to follow
“Supplier Standard Licence”	means a standard licence to be offered by the Supplier as set out under Clause 4.3

1. INTELLECTUAL PROPERTY RIGHTS

1.1 Exceptional IPR Process

1.1.1 The provisions of this Schedule 36 are all subject to the provisions of the Exceptional IPR Process, which allow the Parties, on an exceptional case by case basis, to allocate ownership or agree licencing arrangements of the New IPRs and/or any other Existing IPR on terms that differ from the Default IPR Position set out in this Schedule 36.

1.2 When this schedule should be used

1.2.1 This schedule is designed to manage and document intellectual property licencing terms as described in Operational Schedule 6 – KPMG IP Management Process.

2. Allocation of title to IPR

2.1 Save as expressly granted elsewhere under this Contract:

(a) the Buyer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

- (i) the Supplier Existing IPR; and
- (ii) the Third Party IPR.

(b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including the:

- (i) Buyer Existing IPR; and
- (ii) New IPRs.

2.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause

2.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

2.3 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services, nor shall a Party make any announcements or statements in relation to any of its products or services that it is endorsed, sanctioned or otherwise approved by the other (except to the extent permitted under the Framework Agreement where the Supplier is

offering its products and services as a Framework Supplier) without the other Party's prior written consent.

2.4 Unless the Buyer otherwise agrees in advance in writing (and subject to Clause 11.4):

(a) New IPR Items shall be created in a format, or able to be converted into a format, which is:

(i) suitable for publication by the Buyer as Open Source;

and

(ii) based on Open Standards (where applicable);

(b) where the New IPR Items are written in a format that requires conversion before publication as Open Source or before complying with Open Standards, the Supplier shall also provide the converted format to the Buyer.

3 Assignments granted by the Supplier: New IPR

3.1 The Supplier hereby assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPRs. The assignment under this Clause 3.1 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPRs.

3.2 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the New IPRs are properly transferred to the Buyer.

3.3 Subject to Clause 7, to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the New IPRs, the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Existing IPRs or Third Party IPRs that are embedded in or which are an integral part of the New IPR Items.

4 Licences granted by the Supplier: Supplier Existing IPR

General Supplier Existing IPRs

4.1 The Supplier hereby grants to the Buyer a royalty-free, transferable, and irrevocable licence to any Supplier Existing IPR (except the Product Existing IPR), which is reasonably required by the Buyer to enable it to use and receive the Goods and/or Services (or substantially equivalent goods and/or services where the Buyer is reliant on the Supplier Existing IPR for continuity of service following exit or termination of this Agreement) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function.

Product Existing IPRs

4.2 Where the Buyer orders specific learning Products which contain Supplier Existing IPRs from the Supplier as part of the Goods and/or Services, the Supplier shall offer the Buyer and the Buyer may request from the Supplier, the options of a Standard Licence, Enhanced Licence or a Custom Licence to govern the Buyer's use of that Product.

Supplier Standard Licence

4.3 The Standard Licence offered by the Supplier or requested by the Buyer pursuant to Clause 4.2 shall enable the Buyer and/or any End User of the Product to use the Supplier Existing IPRs in the Product on a royalty-free, irrevocable and non-exclusive basis until the Expiry Date or Termination of this Contract (whichever is the earlier, but subject to any extension of the licence reasonably required to enable the Buyer and/or End User to continue to use the Product where the Supplier's delivery of Goods and/or Services extends beyond such date).

4.4 At any time during the Contract Period, the Supplier may terminate a Standard Licence granted in respect of the Supplier Existing IPR under Clause 4.3 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Buyer materially breaches the terms of the Standard Licence which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

Supplier Enhanced Licence

4.5 The Enhanced Licence offered by the Supplier or requested by the Buyer pursuant to Clause 4.2 shall enable the Buyer and/or any End User of the Product to use the Supplier Existing IPRs in the Product on a royalty-free, irrevocable, perpetual and non-exclusive basis and shall include the right for the Buyer to use the Supplier Existing IPRs as an integral part of any other product, training or other

learning service which is supplied by the Buyer (or an Approved Sub-Licensee) to the public sector.

Supplier Custom Licence

4.6 The Buyer may make a request as part of the Product Order Procedure to purchase a custom licence with bespoke terms from the Supplier in relation to Supplier Existing IPRs in Products; as agreed between the Buyer and the Supplier and in accordance with the Product Order Procedure.

5 Buyer's right to sub-license Supplier licences

5.1 The Buyer may sub-license:

(a) the rights granted under the Supplier Standard Licence and the Enhanced Supplier Licence to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

(i) the sub-licence is on terms no broader than those granted to the Buyer (and in relation to a Supplier Standard Licence, the sub-licence is reasonably necessary and only to the extent required to ensure continuity of service to the Buyer during any period of exit and transition to the Replacement Supplier); and

(ii) the third party has entered into a confidentiality undertaking with the Buyer.

(b) the rights granted under the Supplier Standard Licence and Enhanced Supplier Licence to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of any New IPR provided that the sub-licence is on terms no broader than those granted to the Buyer.

6 Buyer's right to assign/novate Supplier licences

6.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the Supplier Standard Licence and/or the Supplier Enhanced Licence to any Central Government Body; and/or any body (including privates sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

6.2 Where the Buyer and/or an End User of a Product is a Central Government Body, any change in the legal status of the Buyer and/or End User which means that it ceases to be a Central Government Body shall not affect the validity of any Supplier Standard Licence or Supplier Enhanced Licence. If the Buyer and/or End User ceases to be a Central Government Body, the successor body to

the Buyer and/or End User shall still be entitled to the benefit of the Supplier Standard Licence and/or the Supplier Enhanced Licence.

6.3 If a Supplier Standard Licence or Supplier Enhanced Licence is novated under Clauses 6.1 or there is a change of the Buyer's status pursuant to Clause 6.2 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Buyer.

7 Third Party IPR

7.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR which the Supplier uses in the delivery of the Goods and/or Services and which is reasonably required by the Buyer in order to make use of those Goods and/or Services (but excluding any Third Party Product Existing IPRs), grants a licence that is equivalent to that granted by the Supplier under Clause 4.1.

7.2 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR in a Product that is ordered by an End User, grant a direct licence to the Buyer on terms at least equivalent to either the Supplier Standard Licence or the Supplier Enhanced Licence (and the Buyer shall in its sole discretion be entitled to select which licence it requires) with the same rights to sub-licence and transfer/novate those licences as set out at Clauses 5 and 6. If the Supplier cannot obtain for the Buyer a licence in that is equivalent with these terms in respect of any such Third Party IPR, the Supplier shall:

- (a) notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and
- (b) only use such Third Party IPR if the Buyer approves the terms of the licence from the relevant third party.

7.3 The Buyer may make a request as part of the Product Order Procedure to purchase a custom licence with bespoke terms from the Third Party in relation to Third Party IPRs in Products; as agreed between the Buyer and the Supplier and in accordance with the Product Order Procedure.

7.4 Without prejudice to any other right or remedy of the Buyer, if the Supplier becomes aware at any time, including after termination and/or the Contract Expiry Date, that any Intellectual Property Rights for which the Buyer does not have a licence in accordance with Clause 3.3 subsist in the New IPR Items, then the Supplier must notify the Buyer within 10 days of what those rights are and which parts of the New IPR Items they are found in.

8 Licence granted by the Buyer

Buyer IPRs

8.1 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Existing IPR and the New IPRs solely to the extent necessary for providing the Goods and/or Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Subcontractors provided that:

- (a) any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 Confidentiality); and
- (b) the Supplier shall not without Approval use the materials licensed under this Clause for any other purpose or for the benefit of any person other than the Buyer.

8.2 The Supplier shall be entitled to retain copies of documents which contain the Buyer Existing IPR and New IPRs in accordance with Clause 6.2 of the Core Terms solely for the purpose of enabling the Supplier to comply with its Professional and Regulatory Obligations.

Termination of licenses

9.1 All Enhanced Licences granted pursuant to Clauses 4 to 7 shall survive the Contract Expiry Date and termination of this Contract.

9.2 The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition of Replacement Services, grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Existing IPR and/or Third Party IPR on terms equivalent to those set out in Clause 4 subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

9.3 The licence granted pursuant to Clause 8 (Licence granted by the Buyer) and any sub-licence granted by the Supplier in accordance with Clause 8.1 (Licence granted by the Buyer) shall terminate automatically on the Contract Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
- (b) at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may

destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Buyer Existing IPR and/or Buyer Data.

10 IPR Indemnity

10.1 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against, or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

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

- (a) procure for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Buyer; and
 - (iv) the terms and conditions of this Contract shall apply to the replaced or modified Goods and/or Services.

10.3 If the Supplier elects to procure a licence in accordance with Clause 10.2(a) or to modify or replace an item pursuant to Clause 10.2(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Buyer may terminate this Contract by written notice with immediate effect; and

- (b) without prejudice to the indemnity set out in Clause 10.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute goods and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

11 Open Source Publication

11.1 Subject to Clause 11.3, the Supplier agrees that the Buyer may at its sole discretion publish as Open Source all or part of the New IPR Items after the Operational Services commencement date (such date to be notified by the Buyer to the Supplier).

11.2 Subject to Clause 11.3, the Supplier hereby warrants that the New IPR Items:

- (a) are suitable for release as Open Source;
- (b) have been developed by the Supplier using reasonable endeavours to ensure that publication by the Buyer of the same shall not cause any harm or damage to any party using the published New IPRs;
- (c) do not contain any material which would bring the Buyer into disrepute upon publication as Open Source;
- (d) do not contain any IPRs which have not been licensed to the Buyer under licence terms which permit the publication of the New IPR Items as Open Source by the Buyer;
- (e) will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified to the Supplier under Clause 11.1; and
- (f) do not contain any Malicious Software.

11.3 The Supplier hereby acknowledges and agrees that any Supplier Existing IPRs which it includes in the Open Source Publication Material supplied to the Buyer pursuant to Clause 11.2(e) and which have not been Approved for exclusion under Clause 11.4 may, at the Buyer's sole and absolute discretion, become Open Source and will hereby be licensed to the Buyer under the Open Source licence terms adopted by the Buyer and treated as such following publication by the Buyer.

11.4 Where the Buyer has Approved a request by the Supplier under Clause 2.4, for any part of the New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier

Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- (a) as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- (b) include in the written details provided under Clause 11.4 (a) information about the impact that inclusion of such IPRs and items or Deliverables based on such IPRs will have on any other New IPRs items and the Buyer's ability to publish such other items or Deliverables as Open Source.

12 Additional IPR Provisions

Exceptional IPR Process for New IPRs

12.1 The Buyer may on a case by case basis, request via the Product Ordering Process, that the Supplier offers alternative prices and solutions for IPR arrangements which differ from the Default IPR Position set out in this Clause, including where the Buyer considers that it can achieve greater value for money by agreeing an alternative arrangement with the Supplier for ownership and/or licensing of the New IPRs. Such arrangements may include:

- (a) where ownership of New IPRs for a new Product to be developed by the Supplier or a Subcontractor remains with the Supplier on creation and the right to use those IPRs are licenced back to the Buyer on one of the licence terms set out at Clause 4 (as elected by the Buyer);
- (b) where the Buyer offers to grant a licence to the Supplier to the New IPRs for a particular new Product to be developed on alternative terms to those set out at Clause 8.1;
- (c) where the Buyer offers joint ownership of any newly developed New IPRs to the Supplier (and the percentage shares of such ownership and any other terms of joint ownership shall be subject to further discussion and agreement between the Parties);
- (d) where the Buyer offers to grant a licence to the Supplier to any Buyer Existing IPRs (including Crown IPR, but subject always to approval from the keeper of Crown IPR) for a particular Product on alternative terms to those set out at Clause 8.1;

12.2 The arrangements agreed by the Parties pursuant to Clause 12.1 may include terms and conditions of licence which allow the Supplier to exploit and commercialise the intellectual property rights that are subject to arrangement provided that:

- (a) The Supplier must always offer a price and solution to the Buyer which is in accordance with the Framework Prices and where the Default IPR Position on ownership and licensing of the New IPRs and Buyer Existing IPR, are to apply;
- (b) Where the Supplier proposes to exploit IPRs, that it provides a detailed proposal of its plans for exploitation of the IPRs and the forecast returns, including (but not limited to) details of the products and services to be offered by the Supplier which use the IPRs, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Framework Agreement; and any other information that would reasonably be required by the Buyer to enable it to consider the

commercial, legal and financial implications to the Parties of the proposal and any further information which the Buyer may reasonably request;

(c) Where the Supplier proposes to discount the prices offered to the Buyer in return for the right to exploit the IPRs, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under paragraph (b) above have been applied to the price for the Product offered to the Buyer and other potential End Users;

(d) The Buyer shall be under no obligation to:

(i) offer the New IPRs and/or the Buyer Existing IPRs on an exclusive licence basis or on any other alternative terms of licensing and ownership; or

(ii) to accept any alternative arrangement proposed by the Supplier under this Clause and the Buyer shall be entitled to require the Supplier to deliver the solution on the basis of the Default IPR Position.

(e) The Additional IPR Provisions set out in this Clause do not confer any exclusive right on the Framework Suppliers or the Supplier to negotiate with the Buyer in relation to the New IPRs, Buyer Existing IPRs or any Crown IPR and the Buyer shall be entitled to licence, assign and otherwise deal with such IPRs with any other person (except to the extent that the Buyer has entered into an exclusive licence with the Supplier in respect of such IPRs pursuant to this Contract).

(f) The Supplier acknowledges and agrees that the Buyer is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Buyer will need to consider its position and approach on a case by case basis.

Schedule 37 (Corporate Resolution Planning)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Annual Revenue"	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <ul style="list-style-type: none">(a) figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
"Assurance"	means written confirmation from a Relevant Buyer to the Supplier that the CRP Information is approved by the Relevant Buyer;
"Cabinet Office Markets and Suppliers Team"	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Corporate Change Event"	<p>means:</p> <ul style="list-style-type: none">(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;

- (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;
- (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;
- (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
- (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding twenty five percent (25%) of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) month period;
- (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
- (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being

	made with creditors of any member of the Supplier Group;
	(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
	(j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
"Corporate Change Event Grace Period"	means a grace period agreed to by the Relevant Buyer for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event
"Corporate Resolvability Assessment (Structural Review)"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule 37;
"Critical National Infrastructure"	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: <ul style="list-style-type: none"> (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or (b) significant impact on the national security, national defence, or the functioning of the UK;
"Critical Service Contract"	means the overall status of the Services provided under this Contract as determined by the Buyer and specified in Paragraph 2 of this Schedule;

"CRP Information"	means the corporate resolution planning information, together, the: <ul style="list-style-type: none"> (a) Exposure Information (Contracts List); (b) Corporate Resolvability Assessment (Structural Review); and (c) Financial Information and Commentary
"Exposure Information (Contracts List)"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 1 of this Schedule;
"Financial Information and Commentary"	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 3 of this Schedule;
"Public Sector Dependant Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over fifty percent (50%) is generated from UK Public Sector Business;
"Relevant Buyer" or "Relevant Buyers"	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
"Strategic Suppliers"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
"Valid"	in respect of an Assurance, has the meaning given to it in Paragraph 3.7 of this Schedule;

CORPORATE RESOLUTION PLANNING

2. Service Status and Supplier Status

- 2.1 This Contract **is** a Critical Service Contract.
- 2.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team, in writing within five (5) Working Days of the Effective Date and throughout the Term within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

3. Provision of Corporate Resolution Planning (CRP) Information

- 3.1 Paragraphs 3 to 5 shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Schedule or the Supplier is or becomes a Public Sector Dependent Supplier.
- 3.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Schedule:
 - (a) where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the Effective Date; and
 - (b) except where it has already been provided in accordance with Paragraph 3.2(a) where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the date of the Relevant Buyer's or Relevant Buyers' request.
- 3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule:
 - (a) is full, comprehensive, accurate and up to date;
 - (b) is split into three parts:
 - (i) Exposure Information (Contracts List)
 - (ii) Corporate Resolvability Assessment (Structural Review);
 - (iii) Financial Information and Commentaryand is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - (c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Buyer or Relevant Buyers to understand and consider the information for approval;

- (d) provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - (e) complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.
- 3.4 Following receipt by the Relevant Buyer or Relevant Buyers of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule, the Buyer shall procure that the Relevant Buyer or Relevant Buyers discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier and either provide an Assurance to the Supplier that Relevant Buyer or Relevant Buyers approve the CRP Information or that Relevant Buyer or Relevant Buyers reject the CRP Information.
- 3.5 If the Relevant Buyer or Relevant Buyers reject the CRP Information:
- (a) the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
 - (f) the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Buyer's or Relevant Buyers' comments, and shall re-submit the CRP Information to the Relevant Buyer or Relevant Buyers for approval within thirty (30) days of the date of the Relevant Buyer's or Relevant Buyers' rejection. The provisions of Paragraphs 3.3 to 3.5 of this Schedule shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Crown Body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Crown Body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Relevant Buyer or Relevant Buyers on or before the date on which the CRP Information would otherwise have been required.
- 3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Schedule if:
- (a) the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18)

months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

- (b) no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Contract had then been in force) have occurred since the date of issue of the Assurance.

3.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Schedule its initial CRP Information) to the Relevant Buyer or Relevant Buyers:

- (a) Within fourteen (14) days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Schedule) unless the Supplier is relieved of the consequences of the Financial Distress Event (Schedule 24 Financial Difficulties)
- (c) Within thirty (30) days of a Corporate Change Event unless:
 - (i) the Supplier requests and the Relevant Buyer (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Buyer (acting reasonably) but shall in any case be no longer than six (6) months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Buyer to enable it to understand the nature of the Corporate Change Event and the Relevant Buyer shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or
 - (ii) not required pursuant to Paragraph 3.10;
- (d) within thirty (30) days of the date that:
 - (i) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
 - (ii) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- (e) in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous Assurance received from the Relevant Buyer (whichever is the earlier), unless:
 - (i) updated CRP Information has been provided under any of Paragraphs 3.8(a), 3.8(b) or 3.8(c) since the most recent

Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8(d); or

(ii) not required pursuant to Paragraph 3.10.

3.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8(a) to 3.8(d) of this Schedule, the Supplier shall provide at the request of the Relevant Buyer or Relevant Buyers and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Relevant Buyer or Relevant Buyers.

3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

- (a) Aa3 or better from Moody's;
- (f) AA- or better from Standard and Poor's;
- (g) AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 6 of Schedule 24 (*Financial Difficulties*)) (as defined in Schedule 24 (*Financial Difficulties*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 3.8.

3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Buyer or Relevant Buyers that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Buyer or Relevant Buyers, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Buyer or Relevant Buyers to the extent required under Paragraph 3.8.

4. Termination Rights

4.1 The Buyer shall be entitled to terminate this Contract under Clause 14.4 (*Ending this Contract*) if the Supplier is required to provide CRP Information under Paragraph 3 of this Schedule and either:

- (a) the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within four (4) months of the Relevant Buyer's or Relevant Buyers' request; or

- (h) the Supplier fails to obtain an Assurance from the Relevant Buyer or Relevant Buyers within four (4) months of the date that it was first required to provide the CRP Information under this Contract.

5. Confidentiality and usage of CRP Information

- 5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of Critical National Infrastructure and to enable contingency planning to maintain service continuity for end users and protect Critical National Infrastructure in such eventuality.
- 5.2 Where the Relevant Buyer is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage Contract with the Supplier containing terms no less stringent than those placed on the Buyer under Paragraph 5.1 of this Schedule and Clause 19 (*What you must keep Confidential*).
- 5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Buyer or Relevant Buyers pursuant to Paragraph 3 of this Schedule subject, where necessary, to the Relevant Buyer or Relevant Buyers entering into an appropriate confidentiality Contract in the form required by the third party.
- 5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
 - (a) redacting only those parts of the information which are subject to such obligations of confidentiality;
 - (i) providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (i) summarising the information;
 - (ii) grouping the information;
 - (iii) anonymising the information; and
 - (iv) presenting the information in general terms.
- 5.5 The Supplier shall provide the Relevant Buyer or Relevant Buyers with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST

1. The Parties agree that the obligations in Schedule 37 shall be deemed to be met by the Supplier's compliance with the central Corporate Resolution Planning process with Cabinet Office. In order to avoid duplication of management time on both sides, such data shall not be provided twice. The documents currently provided by the Supplier to Cabinet Office are included below. The Supplier shall provide the Buyer a copy of the CRP Information Assurance upon expiration of the current Assurance.

[Redacted] [Redacted]

ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)

- 1 The Supplier shall:
 - 1.1 provide sufficient information to allow the Relevant Buyer to understand the implications on the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 and the dependencies between each.

ANNEX 3: FINANCIAL INFORMATION AND COMMENTARY

- 1 The Supplier shall:
 - 1.1 provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Buyer to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
 - 1.2 ensure that the information is presented in a simple, effective and easily understood manner.
 - 1.3 For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Relevant Buyer remains protected by confidentiality).

Schedule 38

Collaboration Agreement for GPG only

Schedule 38 (Collaboration Agreement)

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Schedule 1 – Pro Forma Accession Agreement

Schedule 2 – Governance.....

Schedule 3 – Dispute Resolution.....

Dated [01/08/24]

Between

- (1) **The Minister for the Cabinet Office** whose principal place of business is at 70 Whitehall, Westminster, London SW1A 2AS, acting as part of the Crown (the "**Authority**"); and
- (2) Each of the Learning Suppliers who have separately entered into a valid Accession Agreement in the form set out at Schedule 1 to this Agreement (a "**Supplier**" and together, the "**Suppliers**").

Recitals

- A The Authority has entered into contracts awarded under Voluntary Transparency Notice publication reference: 2024/S 000-015989 and a call-contract awarded under Framework RM6145 (Ref CCZP20A03) – Lot 6 for the provision of learning services which form part of an overall end-to-end Learning Service which is managed and coordinated for the Authority by the Service Integrator. References to "Helpdesk Supplier" in this document shall also be taken as being references to "Service Integrator".
- B In connection with their respective Supplier Agreements with the Authority, the Suppliers wish to enter into this Agreement with the Authority and with each other in order to ensure the smooth and effective delivery of an end-to-end service to the Authority and the End Users and to document in the necessary level of detail the particulars and dependencies of the manner in which they will co-operate with the Authority and the Helpdesk Supplier in providing their Services as part of the end-to-end Learning Service.

It is agreed:

1 Definitions and Interpretation

- 1.1 In this Agreement, the following capitalised expressions shall have the meanings set out below:

"Accession Agreement"	an accession agreement in the form set out in Schedule 1;
"Agreement"	means this agreement including the schedules and any documents annexed thereto;
"Authority's Requirements"	means the Authority's specifications and any other requirements as set out in this Agreement and in the Supplier's respective Supplier Agreements;
"BCDR Event"	means a failure and/or disruption to any of the services which form part of the Learning Service

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	which means that a material part of the Learning remains unavailable for a period of 1 hour;
"Central Government Body"	<p>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:</p> <ul style="list-style-type: none"> (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;
"Clauses"	means clauses 1 to 27 of this Agreement;
"Collaboration Agreement Effective Date"	the date of this Agreement as set out at the top of page ;
"Confidential Information"	all information relating to any Party or its operation or business, products, developments, systems or plans supplied in connection with the Authority's Learning Services or generated by the receiving Party from such information (whether before or after the Collaboration Agreement Effective Date), including all analyses, compilations, studies and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information;
"Core Terms"	means the core terms of the Supplier Agreements;
"Dependency"	means an obligation which needs to be fulfilled by a Supplier under this Agreement which another Party is dependent on in order to enable that Party to comply with its obligations under this Agreement

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	and/or its Supplier Agreement;
"Default"	<p>any breach of the obligations of a relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <ul style="list-style-type: none"> a) in the case of the Authority, of its employees, servants, agents; or b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which the relevant Party is liable to the other;</p>
"Dispute"	any dispute, difference, issue, claim or question of interpretation arising out of or in connection with this Agreement;
"End User"	means a user authorised by the Authority who accesses the Learning Services through the Authority's Supplier Agreements;
"Booking Details"	means all necessary identifying information submitted to a Learning Supplier by an End User for a booking;
"Framework Agreement"	means framework agreement reference RM6145;
"Framework Suppliers"	means suppliers that have been appointed to the Framework Agreement;
"Incumbent Supplier"	means any supplier, which provides services that

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	are the same as or similar to any part of the Learning Services which are delivered to the Authority, immediately prior to the commencement date of a Supplier Agreement;
"Law"	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Lot"	means a lot under the Framework Agreement;
"Learning Operating Model" or "LOM"	means the operating model document developed under this Agreement pursuant to Clause 9;
"Learning Services"	means the entire end-to-end learning environment provided by the Learning Suppliers to the Authority, where each Supplier's Supplier Agreement and the services provided thereunder forms a constituent and integrated part in that end-to-end environment;
"Learning Supplier"	a supplier that has been awarded a Supplier Agreement by the Authority under the Framework Agreement and provides services to the Authority

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	as part of the Learning Services; and Learning Suppliers shall mean all of them;
“Management Information”	means the information which Suppliers are required to provide under this Agreement as more particularly set out in Clause 9 (Reporting) and in the LOM;
“MI Schedule”	means Operational Schedule 2 which sets out full details of the Management Information;
“Operational Services”	means the operational learning services which are to be delivered following successful implementation and transition to the new operating model at the go-live date;
"Parties"	means the Authority and the Suppliers together; and Party shall mean any one of them;
“Product Ordering Process”	means the process by which the Authority and/or End Users will place orders for services within the Learning Service, such process to be developed and set out as part of the LOM;
"Required Behaviours"	shall have the meaning set out in Clause 5
“Replacement Suppliers”	means any supplier of Replacement Services (including the Authority where a service is brought back in-house);

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“Replacement Services”	means any service, that is the same or similar to any of the services that are provided by a Supplier as part of the Learning Services, which replaces that part of the Learning Service (including where the service is brought back in-house);
“Schedules”	means schedules 1 to 3 of this Agreement;

“SERVICE INTEGRATOR / HELPDESK AGREEMENT”	means the Service Integrator’s Supplier Agreement;
“SERVICE INTEGRATOR / HELPDESK INFORMATION”	means any information (including Confidential Information and Management Information) identified in the LOM, which is required to be shared by Suppliers to facilitate the Learning Service;
“SERVICE INTEGRATOR / HELPDESK”	means the Learning Supplier that provides the service integration / Helpdesk and central coordination point for the Learning Services as notified to the Suppliers by the Authority;

"Supplier"	means each Learning Supplier that enters into an Accession Agreement;
"Supplier Agreement"	each of the call off contracts under the Framework Agreement between the Authority and each of the Suppliers (setting out services provided by that Supplier which form part of the Authority’s Learning Services (including the Service Integrator Agreement));

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"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of a Supplier and/or of any sub-contractor engaged in the performance of the Supplier's obligations under this Agreement and its applicable Supplier Agreement;
"Supplier Non Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under this Agreement;
"Supplier Provider"	a sub-contractor or other supplier in a Learning Supplier's supply chain pursuant to its Supplier Agreement which has responsibility for delivering services as part of the Learning Services;
"Supplier Review Meeting"	shall have the meaning set out in Clause 15;
"User Journey"	means the Authority's summary of the various End User journeys for the Learning Service, which is available on request from the Authority;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales

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1.2 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) the words “including”, “other”, “in particular”, “for example” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- (g) references to a defined term which is not listed in section 1.1 of this Agreement shall have the meaning given to it in the Core Terms (and for the purposes of interpretation of those definitions, this Agreement shall be a ‘Contract’);
- (h) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (i) references to this Agreement are references to this Agreement as amended from time to time.

1.3 In entering into this Agreement the Authority is acting as part of the Crown.

1.4 The Suppliers acknowledge and agree that the obligations set out in this Agreement are in addition to the obligations set out in their respective Supplier Agreements. If there is any conflict between the Clauses and the Schedules to this Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Clauses; and
- (b) the Schedules.

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- 1.5 If there is any conflict between this Agreement and any Supplier Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Supplier Agreement(s); and
- (b) this Agreement.

2 Joining Parties

- 2.1 The Authority shall have the sole and absolute right, at any time, to agree with a Learning Supplier that it will become a “Supplier” for the purposes of this Agreement through the conclusion of an Accession Agreement.
- 2.2 The effectiveness of a Supplier’s Supplier Agreement shall be on condition of execution of a valid Accession Agreement (except where the Authority has elected to waive this condition in its sole and absolute discretion).
- 2.3 All of the Parties to this Agreement prior to the conclusion of any Accession Agreement by another party, shall remain bound by the terms of this Agreement following conclusion of that Accession Agreement and in addition, from the date on which the relevant Accession Agreement was concluded, the new Learning Supplier which has acceded to this Agreement shall have all of the rights and obligations of a Supplier under this Agreement.
- 2.4 Following conclusion of a relevant Accession Agreement by a Learning Supplier, the Authority shall send a copy of the signed Accession Agreement to the Suppliers for information in accordance with Clause 21.

3 Term

- 3.1 This Agreement shall continue in full force and effect from the Collaboration Agreement Effective Date, unless previously terminated in accordance with the termination provisions contained in Clause 4.

4 Termination

- 4.1 This Agreement shall terminate:
- (a) on termination or expiry of all Supplier Agreement(s); or;
 - (b) on the written consent of all Parties; or
 - (c) following not less than thirty (30) days' prior written notice from the Authority,
 - a. whichever is the earlier, provided that a Supplier’s Accession Agreement shall terminate (and all of that Supplier’s rights and obligations under this Agreement shall cease, subject to any exit and termination obligations which

are intended to survive expiry and termination) on such date that that relevant Supplier's Supplier Agreement terminates or expires.

- 4.2 The Parties acknowledge that this Agreement is intended to support the Supplier Agreements and the Learning Service, and accordingly there shall be no rights of termination of the Agreement other than pursuant to Clause 4.1.

5 Required Behaviours

- 5.1 Each Supplier will undertake its obligations under this Agreement and the relevant Supplier Agreement in accordance with the following behaviours set out in this Clause 5 (the "Required Behaviours").
- 5.2 Suppliers must work collaboratively with the Parties, the Incumbent Suppliers and any Replacement Suppliers towards the successful end to end transition, implementation and the successful steady state running of the Learning Services, and the eventual exit of all Learning Services procured by the Authority under the Supplier Agreements.
- 5.3 Suppliers shall act in a manner which is consistent with and supports the Authority's Requirements.
- 5.4 Suppliers shall provide their cooperation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence.
- 5.5 Suppliers must co-operate with the Parties to:
- (a) ensure the orderly provision of seamless Learning Services to the Authority and End Users;
 - (b) ensure compliance with the LOM;
 - (c) avoid hindering provision of services by the Incumbent Suppliers and/or the Supplier Agreements respectively;
 - (d) facilitate the successful delivery of services by other Suppliers;
 - (e) ensure an orderly exit from the Supplier Agreements services to any Replacement Services;
 - (f) avoid undue disturbance to the other Parties;
 - (g) do what is reasonably necessary to integrate systems and the services provided under their Supplier Agreements with other relevant systems and services as part of the Learning Service;
 - (h) ensure efficient and effective delivery of their obligations under their Supplier Agreement;
 - (i) ensure integration and interfacing where the services provided under

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their Supplier Agreement or other services are subject to inter-party Dependencies;

- (j) operate and maintain all software, hardware and/or technology in accordance with Good Industry Practice where there is interoperation with another Supplier;
 - (k) provide such assistance and information as is reasonably required by another Party to ensure a smooth transition, implementation and delivery of the Learning Services to the Authority and End Users;
 - (l) provide such assistance and information as is reasonably required by another Party to ensure a smooth exit/transition and continuity of service at the exit or termination of a Supplier's Agreement where services provided under that Agreement are subject to Replacement Services; and
 - (m) enable any testing and/or quality assurance analysis of the Learning Service to be undertaken by the Helpdesk Supplier and/or the Authority.
- 5.6 Suppliers must adopt a 'fix first, find fault later' approach, prioritise achieving solutions to problems or issues over seeking to blame any other Party, and support and contribute to investigations by other Suppliers and the Authority to resolve incidents and problem investigations.
- 5.7 The Parties must be proactive and honest in their dealings with each other, as applicable, and open to honest feedback and must commit to creating a culture of openness that encourages all Parties to raise and discuss concerns, solve problems and deal directly with any issues, including those that are difficult.
- 5.8 Suppliers must take responsibility for their actions or inactions, as well as any foreseeable consequences, whether intended or not. Suppliers should not seek to blame other suppliers for service failures but support other suppliers in the resolution of incidents and problems.
- 5.9 The Parties must send appropriately knowledgeable and authorised personnel to all relevant governance meetings they are to attend under this Agreement. These personnel should contribute actively to those meetings on matters within their knowledge and experience.
- 5.10 Suppliers must demonstrate a preparedness to be flexible and to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value to the Authority.

6 Confidentiality

- 6.1 Without prejudice to any other rights and obligations relating to confidentiality, freedom of information and data protection to which any Party may be subject pursuant to the terms of a Supplier Agreement, each Party undertakes that it shall:

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- (a) treat all other Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored, the nature of the Confidential Information contained in those materials, and any security classification);
- (b) not disclose any other Party's Confidential Information to any other person (except as expressly set out in this Agreement) without obtaining that Party's prior written consent;
- (c) not use or exploit a Party's Confidential Information in any way except for the purpose of exercising or performing its rights and obligations under this Agreement; and
- (d) immediately notify the Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of that Party's Confidential Information.

6.2 A Party may disclose another Party's Confidential Information:

- (a) where the Party is a Supplier, to its Supplier Personnel who need to know such information for the purposes of exercising that Supplier's rights or carrying out its obligations under or in connection with this Agreement or its relevant Supplier Agreement (provided that the Supplier shall ensure its Supplier Personnel whom it discloses any other Party's Confidential Information comply with this Clause 6);
- (b) to End Users and the other Parties:
 - (i) where such Confidential Information has been identified as Helpdesk Information and disclosure to specific persons or Parties has been agreed by the Party whose Confidential Information is to be disclosed, as set out in the LOM; and/or
 - (ii) to the extent that disclosure of the Confidential Information is reasonably necessary for the purposes of ensuring the effective delivery of a seamless end-to-end Learning Service to the Authority and the End Users (and provided that the disclosing Supplier shall ensure that the End User and/or Party to whom it discloses another Party's Confidential Information is notified of the confidential nature of the information);
- (c) to its professional advisers for the purposes of obtaining advice in relation to this Agreement; and
- (d) where the Party is the Authority:
 - (i) and where the Confidential Information is also Management Information, to the Learning and Development leads in Civil Service Departments;

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- (ii) to parties who are bidding for Replacement Services as part of any tender exercise to the extent reasonably necessary to enable the Authority to run a compliant and fair competition (excluding the Supplier's or its Supplier Providers' prices or costs).
 - (e) as may be required by law, a court of competent jurisdiction or any governmental or regulatory body.
- 6.3 Where the Supplier discloses a Party's Confidential Information pursuant to Clauses 6.2(a) and 6.2(c) it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 6.4 The Authority may disclose another Party's Confidential Information to the extent it is entitled to disclose the same under the relevant Supplier Agreement.
- 6.5 All Parties acknowledge that there will be certain confidential information that will be exchanged for purposes of efficient and effective delivery of the LOM (including but not limited to complaints and booking data). For the purposes of complying with clause 6.1 (a) to (d) above and pursuant to Clause 6.2(b)(i) of this Agreement, the Parties will agree this as part of development of the LOM.

7 Intellectual Property Rights

- 7.1 To the extent that a Supplier (the "Supplier Licensee") requires the use of any other Supplier's (the "Supplier Licensor") Existing IPR in order to comply with its obligations under this Agreement and/or a Supplier Agreement (as more particularly set out in the LOM), the Supplier Licensor shall grant to the Supplier Licensee and/or any Supplier Provider, a non-exclusive, non-transferable, royalty free licence to use the Existing IPR only to the extent necessary to enable the Supplier Licensee and/or Supplier Provider to perform its obligations under this Agreement and/or a Supplier Agreement or its obligations under a sub-contract pursuant to a Supplier Agreement.
- 7.2 The duration of the licences granted under Clause 7.1 shall continue for so long as the relevant Supplier requires such rights of use in order to perform its obligations under this Agreement and/or the relevant Supplier Agreement

8 Overarching Implementation and Transition

- 8.1 The Suppliers acknowledge and agree that while each Supplier will have its own specific implementation obligations under its Supplier Agreement to ensure that its own service is implemented into the end to end learning environment, the Helpdesk Service will require the Suppliers to ensure that their implementation activities are coordinated, and necessary information and assistance is provided by the Suppliers; to ensure an effective implementation of the Helpdesk Services and overall Learning Services.

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8.2 The Helpdesk Supplier shall within one 1 Month of the commencement date, prepare and deliver to the Authority a draft of the Overarching Implementation Plan which sets out the Helpdesk Supplier's full plans to ensure the effective and successful implementation of the Learning Service in accordance with the Authority's requirements and Milestones, and such plan shall (without limitation and unless agreed otherwise with the Authority):

8.2.1 provide full details of:

- (a) the key Milestones and Milestone Dates for activity;
- (b) key roles and responsibilities of each Supplier;
- (c) timescales for completion of each activity with clear steps;
- (d) contact details and key personnel from each Supplier who are responsible for implementation of the Supplier's service;
- (e) risk mitigation and contingency plans;
- (f) training and other roll out activities that may need to be delivered by a Supplier to ensure successful implementation of the Learning Service

8.2.2 be developed to take into account each Parties' individual implementation plan under their Supplier Agreements;

8.2.3 be developed to take into account (insofar as is reasonably practicable) any Incumbent Supplier's exit plan and/or transitional framework arrangements put in place between the Authority and the Incumbent Suppliers;

8.2.4 set out the success criteria to determine whether an activity in the Overarching Implementation Plan has been successfully delivered

8.2.5 set out the plans for development and agreement of the LOM (including those details listed at (a) to (f) of this Clause 8 as they relate to the LOM);

8.2.6 include any other details which the Authority may reasonably request

8.3 The Parties shall work together with the Helpdesk Supplier in its development of the Overarching Implementation Plan and shall provide all reasonable information and assistance in a timely manner (including visibility of any key information from the implementation plans under their Supplier Agreements) to enable the Helpdesk Supplier to comply with the timescales for the Overarching Implementation Plans submission and approval processes as set out in this Clause 8.

8.4 The Parties shall use reasonable endeavours to ensure that their Implementation plans as developed under their respective Supplier Agreements and the Overarching Implementation Plan are aligned and work

together to the extent reasonably necessary to ensure effective and timely implementation of services as part of the Learning Service.

- 8.5 Following receipt of the draft Overarching Implementation Plan from the Helpdesk Supplier, the Authority and Helpdesk Supplier shall (with input from the other Parties where reasonably requested) use reasonable endeavours to agree the contents of the final version Overarching Implementation Plan. If the Authority and Helpdesk Supplier are unable to agree the contents of the final Overarching Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 8.6 The Parties shall comply with their respective obligations in the final Overarching Implementation Plan when it has been agreed by the Helpdesk Supplier and Authority.
- 8.7 Review and changes to the final Overarching Implementation Plan shall be dealt with using the same process set out in paragraph 3 of Call-Off Schedule 13.
- 8.8 Supplier obligations to provide assistance, information and any other obligations under this Clause 8 in respect of the initial Overarching Implementation Plan shall also apply to any subsequent updates to the LOM.

9 Learning Operating Model

- 9.1 The Service Integrator developed and manages the LOM on behalf of the Buyer so that it maximises efficiency, value for money and efficiency of the Learning Service and ensures an effective and responsive user journey for End Users. The Service Integrator shall ensure that the LOM is aligned to the User Journey and sets out details of Dependencies between the Parties (i.e who is responsible for fulfilling a particular obligation and which Parties are reliant on the output from that obligation, whether that obligation arises under this Agreement or the Supplier's Supplier Agreement), including:
 - a) Roles and Responsibilities of each Supplier with respect to Dependencies;
 - b) Information (including any Confidential Information) that the Parties agree need to be shared between the Parties (including between the Suppliers) which may include a Supplier's (and its supply chain's) prices (to the extent reasonably necessary to ensure an effective Learning Service), Booking Details, catalogues, details about the products and services and Suppliers in each Lot; Supplier Agreement terms and conditions; and any other information which is reasonably necessary to ensure an effective Learning Service for the Authority;
 - c) Any forms/templates which are to be used by the Suppliers to provide any information set out in this Clause;

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- d) the Management Information framework (including details of: the Supplier's obligation to gather, collate, maintain and analyse; content; structure and frequency; forms for completion; target End Users for responses; response rate targets, evaluation methodologies etc.);
 - e) Timescales for delivery of Dependencies;
 - f) Key contacts for each Party;
 - g) Communication Strategies (including where the Authority intends to roll out specific campaigns);
 - h) Processes designed to ensure that the Information provided under the LOM (information that the Helpdesk Provider needs to provide to End Users), remains up-to-date;
 - i) Full details of the process for the placing of orders (the "Product Ordering Process");
 - j) the governance arrangements (including the terms of reference) which are to apply after the Operational Services commencement date;
 - k) and any information which is required to be shared between a Supplier and the Helpdesk Supplier shall be identified as 'Helpdesk Information' in the LOM.
- 9.2 The Parties shall work together with the Helpdesk Supplier and Authority in the development of the LOM and shall provide all reasonable information and assistance in a timely manner to enable the Helpdesk Supplier to achieve the LOM requirements set out at Clause 9.2 and to comply with the timescales for the LOM submission and approval processes as set out in this Clause, including where Supplier input is required with respect to any updates to the LOM during the Term of this Agreement.
- 9.3 The Helpdesk Supplier shall provide all such information to the Parties within reasonable timescales to enable the Parties to fully consider their role within the LOM and to enable those Parties to provide their input pursuant to Clause 9.3.
- 9.4 The Suppliers shall ensure that their Supplier Personnel are notified and fully trained in respect of the requirements set out in the LOM and Suppliers shall ensure compliance with their respective obligations set out therein.
- 9.5 Following receipt of the LOM from the Helpdesk Supplier, the Authority and Helpdesk Supplier shall (with input from the other Parties where reasonably requested and subject to Clause 9.12) use reasonable endeavours to agree the contents of the LOM. If the Authority and Helpdesk Supplier are unable to agree the contents of the LOM within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the

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Dispute Resolution Procedures, including escalation to the LOM Delivery Board.

- 9.6 The Parties shall comply with their respective obligations set out in the latest agreed version of the LOM.

b. Subject to Clause 9.10, review and changes to the agreed LOM shall be dealt with using the same process set out in paragraph 3 of Call-Off Schedule 13 and in addition, the Service Integrator shall review and update the LOM (and seek the Authority's approval following the same processes set out in this Clause 9);:

9.6.1 On a regular basis (but no less than once a quarter to ensure that it continues to remain up to date and reflects continuous improvement, innovation, VFM, new End Users and Suppliers, feedback,

9.6.2 As soon as is reasonably practicable following the accession to this Agreement of a new Supplier;

9.6.3 Whenever there is a Change to: this Agreement, a Supplier Agreement and/or a change to the Learning Services; which might reasonably be considered to affect the requirements set out in the LOM.

9.7 A Supplier obligation to provide assistance, information and any other obligations under this Clause in respect of the initial LOM shall also apply to any subsequent updates to the LOM.

9.8 The Parties shall comply with Schedule 2 (Governance) which sets out the governance process which the Parties will comply with in relation to the operation and management of the LOM.

9.9 Any proposed Changes to the latest agreed version of the LOM agreed by the Authority and Service Integrator and Suppliers where relevant shall be dealt with in accordance with the Change Control process set out at Clause 17.

9.10 The Authority shall liaise with and seek input from all Suppliers when making a decision whether to Approve or reject the latest version of the LOM, take into account any reasonable concerns that a Supplier may have in relation to the then current draft of the LOM.

9.11 The Authority shall notify the Service Integrator of such concerns raised by other Suppliers pursuant to Clause 9.12 of this Agreement, which the Service Integrator shall take into account in the development of the LOM in accordance with its obligations under Clauses 9.3 to 9.6 of this Agreement.

10 Exit and Retender Obligations

10.1 The Suppliers acknowledge and agree that while each Supplier will have its own specific exit and retender obligations under its Supplier Agreement to ensure that its own service is exited from the end to end learning

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environment, the end to end nature of the Learning Service will require the Suppliers to ensure that any exit activities are properly managed and coordinated to ensure continuity of the Learning Service during any period of exit and transition to Replacement Services (including where a Learning Supplier's Supplier Agreement ends during the Term of this Agreement).

- 10.2 The Helpdesk Supplier shall within three (3) Months of the Commencement Date, prepare and deliver to the Authority, a draft Overarching Exit Plan which sets out the Helpdesk Supplier's plans to ensure that the exit from the Learning Services of any of the Learning Suppliers (whether of an individual Supplier or multiple Suppliers) does not adversely affect continuity of the Learning Services. The Overarching Exit Plan shall as a minimum, include the following details:

10.2.1 Key activities, roles and responsibilities

10.2.2 Key Milestones and Milestones Dates for activity;

10.2.3 contact details and key personnel from each Supplier who are responsible for exit from the Supplier's service under its Supplier Agreement;

10.2.4 plans to ensure that the LOM is properly and effectively updated to reflect the exit of any of the Suppliers and, where applicable, the accession of any Replacement Supplier to this Agreement;

10.2.5 plans to ensure that the Overarching Exit Plan is shared with any Replacement Supplier's implementation/transition plans for alignment;

10.2.6 communication strategies;

10.2.7 plans to onboard and offboard individual Suppliers from the learning Service in a staged approach (for example where a particular Lot might be terminated early);

10.2.8 plans to exit multiple Suppliers from the Learning Service (for example where multiple Supplier Agreements terminate or expire at the same time);

- 10.3 The Parties shall work together with the Helpdesk Supplier in its development of the Overarching Exit Plan and shall provide all reasonable information and assistance in a timely manner ((including visibility of any key information from the Exit plans under their Supplier Agreements) to enable the Helpdesk Supplier to comply with the timescales for the Overarching Exit Plan submission and approval processes as set out in this Clause.

- 10.4 The Parties shall use reasonable endeavours to ensure that their Exit plans as developed under their respective Supplier Agreements and the Overarching Exit Plan are aligned and work together to the extent

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reasonably necessary to ensure that exit activity is effectively managed and timely.

- 10.5 Following receipt of the draft Overarching Exit Plan from the Helpdesk Supplier, the Authority and Helpdesk Supplier shall (with input from the other Parties where reasonably requested) use reasonable endeavours to agree the contents of the draft Overarching Exit Plan. If the Authority and Helpdesk Supplier are unable to agree the contents of the draft Overarching Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 10.6 The Helpdesk Supplier shall maintain and update the draft Overarching Exit Plan supported by all Parties in accordance with the same process and timescales used for the Helpdesk Supplier's own Exit Plan as set out in paragraphs 4.5 to 4.7 of Schedule 30.
- 10.7 The Suppliers shall comply with their respective obligations set out in the latest agreed version of the Overarching Exit Plan.
- 10.8 The Suppliers will provide all reasonable information and assistance to the Authority within reasonable timescales required by the Authority in relation to any procurement activity by the Authority to replace any of the Learning Services with Replacement Services (including where the services in another Lot are to be replaced with Replacement Services).

11 Reporting

- 11.1 The Suppliers acknowledge and agree that management and assurance of the Learning Service will require Management Information to be provided by the Suppliers and collated to provide an overall view of the effectiveness of the Learning Service and to enable the Authority to address any issues within the Learning Service environment.
- 11.2 Suppliers shall gather, maintain, analyse and report on any Management Information as required by the Authority and set out in this Clause and/or the LOM (which may include automated reporting processes and/or one-off targeted interventions).
- 11.3 Pursuant to Clause 11.1, the Suppliers will provide to the Authority and/or Helpdesk Supplier (as determined by the Authority in its sole discretion) all reasonable information and assistance required by the Authority which may include (but not be limited to):
 - 11.3.1 satisfaction and feedback questionnaires and/or evaluation forms completed by End Users (both in respect of the Supplier's performance and also the performance of the Supplier's Supplier Providers and prospective Supplier Providers who have interacted with End Users within its Lot);

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11.3.2 Information in relation to number of End Users who have engaged with the Supplier and/or its Supplier Providers (including full details of: those End Users; the services ordered, dates, timescales for delivery as ordered by the End User and achieved delivery, End User attendance, services actually delivered, location of services ordered etc.);

11.3.3 Any other management information as may be reasonably requested by the Authority and described in the MI Schedule (and the Authority shall be entitled to require amendment the LOM at any time during the Term to remove, insert or modify the Management Information which Suppliers are required to provide, provided that where such requirement materially increases the burden on the Supplier, the Authority shall also process the change under the affected Supplier's Agreement);

11.3.4 The MI schedule to also include the quality, timing and specification of the MI that is necessary for the Authority and/or Service Integrator Supplier to fulfil their obligations under this clause.

11.4 The Supplier shall ensure that Management Information provided under this Clause 11 is provided as specified by the Authority and set out in the LOM; and Suppliers shall use reasonable endeavours to ensure that Management Information is captured in their own Supplier systems in a form and manner which enables the effective and efficient transfer of Management Information into the Management Information Framework process as set out in the LOM.

12 Business Continuity and Disaster Recovery

12.1 The Parties acknowledge that a BCDR Event which affects the service provided under a Supplier Agreement may have a consequential effect on the overall Learning Service delivered to the Authority and End Users. In order to ensure continuity of the Learning Service where part of the Learning Service is subject to a BCDR Event, the Parties will need to understand how other Suppliers will be affected and invoke their own BCDR Plans and how the Parties will coordinate their activities during such periods.

12.2 The Parties shall use reasonable endeavours to ensure that their BCDR plans as developed under their respective Supplier Agreements are aligned and work together to the extent reasonably necessary to ensure that the Authority and End Users still have reasonable access to the overall Learning Services via the Helpdesk Supplier during periods when a BCDR Event is subsisting and/or during periods of disaster recovery.

12.3 Subject to Clause 12.6, Suppliers shall set out the arrangements that are to be invoked by the Parties during a BCDR Event of a Supplier which affects other Parties to ensure that the business processes and operations facilitated by the Learning Services remain supported and to ensure

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continuity of the business operations supported by the Services including, as a minimum:

- (a) The alternative processes (including business processes), options and responsibilities that may be adopted by the Parties;
- (b) The various possible failures or disruptions to the Learning Services and how this may impact End Users;
- (c) The communication strategies to be invoked to inform End Users and the other Parties of the status of the incident, failure, disruption and recovery;
- (d) A high level risk analysis identifying and setting out risk mitigation for key failure/disruption risks (and the likely impact on the business);
- (e) key contact details for the Parties (including roles and responsibilities) and including any contact details for main sub-contractors, particularly where work in progress may be affected;
- (f) Plans to identify the root cause of any BCDR Event and mitigate/reduce the risk of further similar events occurring;

12.4 Supplier BCDR Plans shall include arrangements to be invoked in relation to BCDR Events affecting a Supplier's service under its Supplier Agreement where the impact of that BCDR Event affects other Parties and the ability of those other Parties to comply with their obligations under this Agreement or their Supplier Agreement. BCDR Plans shall be discussed as part of the LOM once each Contract Year include testing and assurance that overarching service delivery is considered.

13 Liability

13.1 Nothing in this Agreement excludes or limits the liability of any Party to any other Party for:

- (a) death or personal injury cause by its own negligence; and
- (b) any other obligation in respect of which any limitation or exclusion is prohibited by law.

13.2 No Party is liable to the other for Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

13.3 Except as provided for under Clause 14, the Suppliers acknowledge and agree that they shall have no right or remedy against another Supplier for breaches of contract under this Agreement.

13.4 Subject to Clause 14.4, the total aggregate liability of each Supplier under this Agreement to the Authority for losses to the Authority caused by Defaults of the Supplier under this Agreement (whether in tort, contract or otherwise) shall be subject to the same liability provisions as set out at Clause 11 of the

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Supplier's Supplier Agreement (or the total combined liability caps of the Supplier's Supplier Agreements where a Supplier holds more than one Supplier Agreement). For the avoidance of doubt, a Supplier's total aggregate liability under this Agreement and the Supplier's Supplier Agreement (together), shall be the amount specified at Clause 11.2 of the Supplier's Supplier Agreement (or the total combined amount where a Supplier holds more than one Supplier Agreement).

- 13.5 The total aggregate liability of the Authority under this Agreement to a Supplier for losses to that Supplier caused by Defaults of the Authority under this Agreement (whether in tort, contract or otherwise) shall be subject to the same liability provisions as set out at Clause 11 of the Supplier's Supplier Agreement (or the total combined liability caps of the Supplier's Supplier Agreements where a Supplier holds more than one Supplier Agreement). For the avoidance of doubt, the Authority's total aggregate liability to a Supplier under this Agreement and that Supplier's Supplier Agreement (together), shall be the amount specified at Clause 11.2 of the Supplier's Supplier Agreement (or the total combined amount where a Supplier holds more than one Supplier Agreement).
- 13.6 Each Supplier's liability under this Agreement shall be several, and not joint. Each Supplier shall only be liable to the Authority under this Agreement for its own Supplier Non-Performance and defaults. On no account shall a Supplier be liable to the Authority for another Supplier's Supplier Non-Performance or breach of duty or negligence by another Supplier.
- 13.7 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

14 Relief for Authority Cause

- 14.1 Subject to Clause 14.2 of this Clause, where one Supplier incurs costs (at the agreement of the Authority) due to the failure of another Supplier in order to prevent a Supplier Non-Performance of that other Supplier, or a Supplier Non-Performance arises in each case either
- 14.1.1 as a result of another Party's failure to deliver a Dependency under this Agreement; or
- 14.1.2 a failure by the Authority to procure from an Incumbent Supplier information and assistance which is required by the Supplier to comply with its obligations under this Agreement;
- i. the Supplier's failure (to the extent that such failure has directly contributed to the Supplier Non-Performance) shall be deemed to have arisen from an Authority Cause and the provisions of Clause 5 of the Core Terms shall apply to such Supplier Non-Performance.
- 14.2 A Supplier seeking relief under Clause 14.1 shall not be granted relief unless the Supplier can demonstrate to the satisfaction of the Authority (acting

reasonably) that it has used reasonable endeavours to mitigate the effect of the Supplier Non-Performance, provided that such endeavours shall not require the Supplier to incur any unreasonable additional costs (for example where the mitigating action can be undertaken using spare existing Supplier resource and/or can quickly be mitigated by the Supplier making straightforward enquiries and/or requests).

- 14.3 Suppliers shall be pro-active in identifying potential Supplier Non-Performances which may affect them within the Learning Services and will notify the Authority and the other Party who is at risk of failing to deliver a Dependency as soon as is reasonably practicable to reduce the risk of Supplier Non-Performance occurring.
- 14.4 Where a Supplier's Non-Performance under this Agreement results in any other Supplier being granted relief under Clause 14, then solely for the purposes of determining the remaining aggregate total liability of the Supplier that has caused the Supplier Non-Performance, any amounts that the Supplier is liable for under this Agreement shall be reduced by a factor of 75% (e.g. if the Supplier is liable for £3000, then for the purposes of calculating the liability accrued under Clause 13.4, the £3000 will be counted as £750). For the avoidance of doubt, this does not reduce in any way the relief being granted to a Supplier seeking to rely on Authority Cause.

15 Non-financial remedies

- 15.1 Without prejudice to Clause 26, any persistent instances of a Supplier not demonstrating the Required Behaviours and complying with the requirements set out in this Agreement will be recorded and may result in the following actions being taken:
- (a) the Authority may require that such Supplier attend an exceptional meeting (the "**Supplier Review Meeting**") to be convened by serving not less than five (5) Working Days' notice.
 - (b) at the Supplier Review Meeting, the Supplier will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and compliance with this Agreement and, in the event that:
 - (i) the actions proposed by the Supplier fail to remedy the breach of Required Behaviours and the requirements set out in this Agreement within thirty (30) Working Days of such Supplier Review Meeting; or
 - (ii) the Authority reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours and compliance with this Agreement or that the timescales for delivering such actions are inappropriate,

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the Authority may request a formal rectification plan, to address the impact of and prevent the reoccurrence of a the failure, from the Supplier in accordance with the relevant Supplier Agreement.

- 15.2 In the event that the rectification referred to in Paragraph 15.1 fails to remedy the breach of Required Behaviours and/or of this Agreement within thirty (30) Working Days of the submission of the plan to the Authority, the Parties acknowledge that the Supplier will be in material default of its obligations under this Agreement (and that this will be a Supplier Termination Event for the purposes of the relevant Supplier Agreement).

16 Governance

- 16.1 The provisions of Schedule 2 shall apply to this Agreement.

17 Change Control

- 17.1 A Change to this Agreement or any document required to be produced pursuant to the Agreement may be proposed at any time by the Authority or Suppliers by serving notice on each other which sets out:
- a) the Change in sufficient detail to enable the other to evaluate the proposed change in full;
 - b) the reasons for proposing the Change.
 - c) Any timescales within which the Change ought to be implemented.
- 17.2 Where a Change has been proposed by the Authority or a supplier pursuant to Clause 17.1, the Service Integrator (either as part of its proposal, or within 10 Working Days of receiving a Change proposal), shall prepare an impact assessment report which sets out the likely impact of the Change on the Learning Services (including impact on costs) and this Agreement (including the potential impact on any documents created pursuant to this Agreement). Suppliers shall provide such information and assistance as is reasonably required by the Service Integrator in order to complete the impact assessment report.
- 17.3 The Authority in its absolute and sole discretion shall have the right to approve or reject a proposed Change to this Agreement under Clause 17.2 provided that prior to acceptance of any Changes which require changes to a Supplier's Agreement, the Authority shall apply the Change Control Procedure set out in the Supplier's Agreements.
- 17.4 Where a Change to this Agreement could reasonably impact a Supplier Agreement, the Authority shall apply the change control procedure under the affected Supplier Agreements before it Approves or Rejects the proposed Change under this Agreement.
- 17.5 The Authority shall be entitled to share:

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17.5.1 any Change documents provided by the Helpdesk Supplier under this Clause with the other Parties to enable the Change Control Procedures under the Supplier's Agreements to be applied.

17.5.2 any change documents provided by a Supplier under the change control procedure of its Supplier Agreement with the Helpdesk Supplier.

where sharing of such information is reasonably necessary to enable a Party to fully consider the impact of a Change on this Agreement and/or its Supplier Agreement respectively.

17.6 The Authority and Helpdesk Supplier shall keep accurate and complete records of all Change documentation produced under this Clause.

18 Waiver and Cumulative Remedies

18.1 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.

18.2 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.

19 Severance

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

19.2 In the event that any deemed deletion under Clause 19.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, any Party may give notice to the other Parties requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.

20 Relationship of the Parties

20.1 Except as expressly provided otherwise in this Agreement, nothing in this

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Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise any Party to make representations or enter into any commitments for or on behalf of any other Party.

21 Notices

- 21.1 Any notices sent under this Agreement must be in writing but can be delivered electronically by attachment as a PDF file.
- 21.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time of service and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
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.
E-mail	At the time that the e-mail with PDF notice is received on the recipient's server;	Sender log file which shows that the e-mail has been successfully sent.

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- 21.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to another Party for the purpose of service of notices under this Agreement:

	Authority	Supplier (KPMG)
Contact	[Redacted]	[Redacted]
Address	[Redacted]	[Redacted]
Email	[Redacted]	[Redacted]

- 21.4 This Clause 21 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22 Third Party Rights

- 22.1 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23 Variation

- 23.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

24 Counterparts

- 24.1 This Agreement may be executed in any number of counterparts, each of which when signed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25 Assignment and Novation

- 25.1 A Supplier may only 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 with the prior written consent of the Authority and to the extent that the Authority has consented to such action being taken to the relevant Supplier Agreement.

26 Dispute Resolution

- 26.1 Any Dispute that arises under or in connection with this Agreement that

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involves the Authority and a single Supplier, and which does not impact the other Suppliers nor the performance of their obligations under this Agreement or their relevant Supplier Agreements, shall be resolved in accordance with the escalation and/or dispute resolution procedure in the relevant Supplier's Supplier Agreement. For the avoidance of doubt, the provisions on the Parties' recourse to the courts of England and Wales under clause 39 (Resolving Disputes) of the Core Terms shall apply to any Dispute arising under this clause 26.1.

26.2 The Service Integrator should be consulted as part of any impact assessment related to dispute resolution where there is, or likely to be, an impact on the LOM as currently agreed.

- c. Any other Dispute which arises under or in connection with this Agreement shall be raised at the next available meeting of the LOM Delivery Board described in Schedule 2 (Governance) for discussion and where possible determination, and the provisions clause 39 (Resolving Disputes) of the Core Terms will apply.

27 Governing Law

- 27.1 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.
- 27.2 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.

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IN WITNESS of which this Agreement has been duly executed by the Parties on the date which appears at the head of its page.

SIGNED for and on behalf of the Authority

[Redacted]

Signature:

Name: [Redacted]

Position: [Redacted]

Date: 26 July 2024

SIGNED for and on behalf of Supplier (KPMG)

Signature:

[Redacted]

Name: [Redacted]

Position: [Redacted]

Date: 24 July 2024

Schedule 1 – Pro Forma Accession Agreement

THIS ACCESSION AGREEMENT is made on 1st August 2024

BETWEEN:

- (1) **The Minister for the Cabinet Office** whose principal place of business is at 70 Whitehall, Westminster, London, SW1A 2AS, acting as part of the Crown (the "**Authority**"); and
- (2) **KPMG LLP** a limited liability partnership registered in England under company no. OC304540 whose registered company is at 15 Canada Square, London, E14 5GL (the "**Supplier**");

1 Background

- 1.1 On 1st August 2024 the Authority entered into a Collaboration Agreement with KPMG (the "Collaboration Agreement", as such may be amended from time to time).
- 1.2 The Authority and the Supplier have agreed that the Supplier shall become a party to the Collaboration Agreement as a Supplier.

2 Accession

- 2.1 The Authority agrees that, in entering into this Accession Agreement, the Supplier shall become a Supplier under the Collaboration Agreement in accordance with Clause 2.1 of that agreement.
- 2.2 The Supplier agrees that, in entering into this Accession Agreement, it will have all of the rights and obligations of a Supplier under the Collaboration Agreement in accordance with Clause 2.3 of that agreement.

3 Notices

- 3.1 The Authority and the Supplier agree that in accordance with Clause 21.3 of the Collaboration Agreement, notices shall be sent to the addresses set out below or at such other address as the relevant party may give notice to another party for the purpose of service of notices under that agreement:

	Authority	Supplier (KPMG)	[•] Supplier
Contact	[Redacted]	[Redacted]	[insert details]
Address	[Redacted]	[Redacted]	[insert details]

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Email	[Redacted]	[Redacted]	[insert details]
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4 **Governing Law**

This Accession Agreement shall be governed by and construed in accordance with English law and, without prejudice to Clause 27 of the Collaboration Agreement, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Accession Agreement has been duly executed by the parties.

SIGNED for and on behalf of Authority

SIGNED for and on behalf of Supplier

Signature

[Redacted]

Signature:

[Redacted]

Name: [Redacted]

Name: [Redacted]

Position: [Redacted]

Position: [Redacted]

Date 24 July 2024

Date: 24 July 2024

Schedule 2 – Governance

1 Governance Principles

- 1.1 The Suppliers acknowledge and agree that:
 - (a) their individual Supplier Agreements set out the Governance arrangements which are specific to the Supplier's individual service within the Learning Service.
 - (b) in addition to the Supplier's obligations under their respective Supplier Agreements, the Parties shall comply with the governance obligations set out in this Schedule 2 (Governance)
- 1.2 The governance boards described at Paragraphs 2 and 3 of this Schedule 2 (Governance) will be attended by the Suppliers as set out in those paragraphs.
- 1.3 The Parties acknowledge and agree that during the implementation and transition stage of the Agreement, the Authority may in its sole and absolute discretion, make changes to the governance provisions set out in this Schedule provided that such changes shall not substantially increase the burden on Suppliers.
- 1.4 The Authority and Helpdesk Supplier shall develop, as part of the LOM, the Governance arrangements which are to apply from the contract Commencement Date. These arrangements will include, as a minimum, a LOM Delivery Board which the Parties shall be required to attend when scheduled. The LOM Delivery Board will delegate its operational work to the LOM Working Group. The LOM Delivery Board shall ensure the efficacy of the Learning Operating Model and shall be chaired by the Authority.

2 Opportunity Panel

- 2.1 The Opportunity Panel is empowered to make rapid decisions and will ensure that any learning and development proposals that take us past our current contract end dates have been agreed by all relevant parties and the best course of action taken forward. It holds final decision making powers on these matters during the transition period. It will:
 - 2.1.1 Monitor all new requests made by the Civil Service for new learning solutions;
 - 2.1.2 Make decisions based on: volumes (number of individual and/ or department spread; value of the work; where the work fits with the wider transition tranche plan; the potential to novate the work across at the end of the contract or the opportunity for the existing provider to continue delivering the work; and the potential impact of delaying.
 - 2.1.3 Maintain a decision log throughout the life of the panel.

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Authority Members	Supplier Engagement Business Partner Government Skills and Curriculum Unit
Supplier Members	Lot Supplier when relevant.
Chair	Authority
Secretariat	Authority
Start Date for meetings	As decided by the Authority
Frequency of meetings	Monthly, but the frequency and effectiveness of the panel will be reviewed on an ongoing basis.
Location of meetings	Virtual
Date or Trigger for cessation of the Board	When all future suppliers are fully operational.

Schedule 3 – Dispute Resolution

1 Definitions

In this Schedule, the following additional definitions shall apply:

"Bi-Party Dispute"	a) a Dispute between the Authority and a Supplier which affects another Supplier's performance of its obligations under this Agreement; or b) a Dispute between two Suppliers.
"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Dispute Notice"	written notice from one Party to another that a Dispute has arisen;
"Dispute Parties"	the Parties involved in the determination of any Dispute;
"LCIA"	the London Court of International Arbitration;
"Mediation Notice"	a written notice to proceed to mediation in accordance with Paragraph 4 of this Schedule 3;
"Mediator"	the independent third party appointed in accordance with Paragraph 4.2 of this Schedule 3 to mediate a Dispute;
"Multi-Collaborating Parties Dispute"	a Dispute which involves the Authority and/or more than one Supplier;
"Multi-Collaborating Parties Dispute Representatives"	has the meaning given in Paragraph 3.8 of this Schedule 3;
"Multi-Collaborating Parties Dispute Resolution Board"	has the meaning given in Paragraph 3.8 of this Schedule 3;
"Multi-Collaborating Parties Procedure Initiation Notice"	a notice from the Authority notifying Supplier(s) of a Multi-Collaborating Parties Dispute as further described in Paragraphs 3.2 and 3.3 of this Schedule 3;
"Originating"	has the meaning given in Paragraph 3.2 of this

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Supplier"	Schedule 3;
"Related Suppliers"	the Suppliers other than the Originating Supplier which are to be involved in a Multi-Collaborating Parties Dispute Resolution Procedure;
"Supplier Request"	a notice served by the Originating Supplier requesting that the Dispute be treated as a Multi-Collaborating Parties Dispute, setting out its grounds for that request and specifying each Supplier that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2 Bi-Party Disputes

- 2.1 Subject to Paragraph 3 of this Schedule 3, if a Bi-Party Dispute referred to the LOM Delivery Board or delegated governance body pursuant to Clause 26 is not resolved between the relevant Dispute Parties within fifteen (15) Working Days of the referral (or such longer period as the Dispute Parties may agree in writing), then:
- (a) any Dispute Party may serve a Mediation Notice in respect of the Dispute in which case Paragraph 4 of this Schedule 3 shall apply; and/or
 - (b) Paragraph 5 of this Schedule 3 shall apply to the Dispute.

3 Multi-Collaborating Parties Disputes

- 3.1 All Multi-Collaborating Parties Disputes shall be resolved in accordance with the procedure set out in this Paragraph 3 (the "**Multi-Collaborating Parties Dispute Resolution Procedure**"), notwithstanding any provisions relating to the resolution of multi party disputes in any Supplier Agreement.
- 3.2 If at any time following the issue of a Dispute Notice to the Authority, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Suppliers other than the Supplier to whom the Dispute initially relates (the "**Originating Supplier**"), then the Authority shall be entitled to determine that the Dispute is a Multi-Collaborating Parties Dispute and to serve a Multi-Collaborating Parties Procedure Initiation Notice on the Originating Supplier which sets out the Authority's determination that the Dispute is a Multi-Collaborating Parties Dispute. The Multi-Collaborating Parties Procedure Initiation Notice shall specify any other Related Suppliers.

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- 3.3 Where a Dispute between Suppliers is referred to the LOM Delivery Board or delegated governance Board then the LOM Delivery Board or delegated governance Board shall consider whether the matters giving rise to the Dispute involve additional Suppliers and if so send a Multi-Collaborating Parties Procedure Initiation Notice to the Related Suppliers that a Multi-Collaborating Parties Dispute has arisen.
- 3.4 If following the issue of a Dispute Notice but before the Dispute has been referred to arbitration (to the extent that such forms of alternative dispute resolution are permitted under the Originating Supplier's Supplier Agreement, where the Dispute includes the Authority), the Originating Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Suppliers, the Originating Supplier may serve a Supplier Request on the Authority or the LOM Delivery Board or delegated governance (as applicable).
- 3.5 The Authority, LOM Delivery Board or delegated governance (as applicable) shall consider each Supplier Request submitted to it and shall determine within five (5) Working Days whether the Dispute is:
- (a) a Multi-Collaborating Parties Dispute, in which case it shall serve a Multi-Collaborating Parties Procedure Initiation Notice on the Related Suppliers; or
 - (b) not a Multi-Collaborating Parties Dispute, in which case it shall serve written notice of such determination upon the Originating Supplier (and any other Suppliers, as necessary) and the Dispute shall be treated in accordance with the dispute resolution procedure in the Originating Supplier's Supplier Agreement.
- 3.6 If the Authority, LOM Delivery Board or delegated governance board has determined, following a Supplier Request, that a Dispute is not a Multi-Collaborating Parties Dispute, the Originating Supplier may not serve another Supplier Request with reference to the same Dispute.
- 3.7 The Authority may also serve a Multi-Collaborating Parties Procedure Initiation Notice on one or more Suppliers following any determination by the LOM Delivery Board or delegated governance board that a Dispute is a Multi-Collaborating Parties Dispute.
- 3.8 Following service of a Multi-Collaborating Parties Procedure Initiation Notice a Multi-Collaborating Parties Dispute shall be dealt with by a board (in relation to such Multi-Collaborating Parties Dispute, the "**Multi-Collaborating Parties Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Collaborating Parties

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Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Collaborating Parties Dispute:

- (a) the Authority;
- (b) the Originating Supplier;
- (c) each Related Supplier involved in the Multi-Collaborating Parties Dispute; and
- (d) any other representatives of any of the Parties whom the Authority considers necessary,

(together "**Multi-Collaborating Parties Dispute Representatives**").

3.9 Subject to Paragraph 3.11 of this Schedule 3, the Parties agree that the Multi-Collaborating Parties Dispute Resolution Board shall seek to resolve the relevant Multi-Collaborating Parties Dispute in accordance with the following principles and procedures:

- (a) the Dispute Parties shall procure that their Multi-Collaborating Parties Dispute Representatives attend all meetings of the Multi-Collaborating Parties Dispute Resolution Board in respect of the Multi-Collaborating Parties Dispute;
- (b) the Multi-Collaborating Parties Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice at such time and place as the Dispute Parties may agree or, if those Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
- (c) in seeking to resolve or settle any Multi-Collaborating Parties Dispute, the members of the Multi-Collaborating Parties Dispute Resolution Board shall have regard to the principle that a Multi-Collaborating Parties Dispute should be determined based on the contractual rights and obligations between the Dispute Parties and that any apportionment of costs should reflect the separate components of the Multi-Collaborating Parties Dispute.

3.10 Subject to Paragraph 3.11 of this Schedule 3, if a Multi-Collaborating Parties Dispute is not resolved between the relevant Parties within twenty five (25)

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Working Days of the issue of the Multi-Collaborating Parties Procedure Initiation Notice (or such longer period as the Dispute Parties may agree in writing), then:

- (a) any Dispute Party may serve a Mediation Notice in respect of the Multi-Collaborating Parties Dispute in which case Paragraph 4 of this Schedule 3 shall apply; and/or
- (b) Paragraph 5 of this Schedule 3 shall apply to the Multi-Collaborating Parties Dispute.

3.11 The Authority may, in its absolute discretion, reduce the timescale for the resolution of Multi-Collaborating Parties Disputes set out in Paragraph 2.1 of this Schedule 3, or this Paragraph 3.

4 Mediation

- 4.1 If a Mediation Notice is served, the Dispute Parties shall attempt to resolve the Dispute in accordance with the version of CEDR's Model Mediation Agreement which is current at the time the Mediation Notice is served (or such other version as the Dispute Parties may agree).
- 4.2 If the Dispute Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then any Dispute Party may apply to CEDR to nominate such a person.
- 4.3 If the Dispute Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Dispute Parties so request and the Mediator agrees, the Mediator shall produce for the Dispute Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Dispute Parties (in accordance with Clause 10 where appropriate). The Mediator shall assist the Dispute Parties in recording the outcome of the mediation.
- 4.5 The CEDR Model Mediation Procedure (together with the provisions of this Schedule 3) shall apply to govern the mediation and is deemed to be incorporated into this Agreement. Notwithstanding the foregoing, in the event of an inconsistency between the CEDR Model Mediation Procedure and this Schedule 3 (including as to the timescales set out in Paragraph 4.2) then the provisions of this Schedule 3 shall prevail.

5 Arbitration

- 5.1 Subject to compliance with its obligations under Paragraph 3.9 of this Schedule 3, a Dispute Party may at any time before court proceedings are

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commenced refer a Dispute to arbitration in accordance with the provisions of Paragraph 5.2 of this Schedule 3.

5.2 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraph 5.1 of this Schedule 3:

- (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the LCIA (subject to Paragraphs 5.2(e), (f) and (g) of this Schedule 3);
- (b) the arbitration shall be administered by the LCIA;
- (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the chair of the arbitral tribunal shall be British;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the seat of the arbitration shall be London.

COLLABORATION SUPPLIER	NAME/REFERENCE OF CONTRACT	AGREEMENT REFERRING TO:	EFFECTIVE DATE OF CONTRACT
KPMG LLP	LF1.2 Learning & Development Services xCS and OTS	Contract Number Not Available	01/08/2024
EY LLP	Centralised CS L&D: Bespoke, Coaching & Subject Matter Experts [LF1.0 Lot6]	CCZP20A03	07/10/2020

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Schedule 39 (Corporate Social Responsibility)

1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09

13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 The Buyer expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Buyer expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>