

Contract for

**Sector awareness and provider preparedness project
to aid the implementation of national standards and
Ofsted regulation for providers offering supported
accommodation**

REF: con_18103

Award Form

[Subject to Contract]

Award Form

Crown Copyright 2022

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

| | | |
|----|---|---|
| 1. | Buyer | Department for Education (the Buyer). Its offices are on: 23 Great Smith St, London, SW1P 3DJ |
| 2. | Supplier | Name: National Children's Bureau Address: 23 Mentmore Terrace, London, E8 3PN Registration number: 952717 (company limited by guarantee) SID4GOV ID: |
| 3. | Contract | This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference 2022/S 000-032467 (FTS Contract Notice). |
| 4. | Contract reference | con_18103 |
| 5. | Deliverables | Services to support sector awareness and provider preparedness to aid the implementation of national standards and Ofsted regulation for providers offering supported accommodation for looked after children and care leavers aged 16 & 17. See Schedule 2 (Specification) for further details. |
| 6. | Buyer Cause | Any 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 the Contract and in respect of which the Buyer is liable to the Supplier. |
| 7. | Collaborative working principles | The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details. |

| | | |
|-----------|--|---|
| 8. | Financial Transparency Objectives | The Financial Transparency Objectives (Clause 6.3) do not apply to this Contract. |
|-----------|--|---|

| | | |
|------------|---|---|
| 9. | Start Date | 17/02/2023 |
| 10. | Expiry Date | 31/03/2024 |
| 11. | Extension Period | 12 months |
| 12. | Ending the Contract without a reason | <p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery 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 costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.</p> |

| | | |
|-----|--|---|
| 13. | Incorporated Terms (together these documents form the " the Contract ") | <p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) This Award Form b) Core Terms c) Schedule 36 (Intellectual Property Rights) d) Schedule 1 (Definitions) e) Schedule 20 (Processing Data) f) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 4 (Tender) d. Schedule 5 (Commercially Sensitive Information) e. Schedule 10 (Key Performance Indicators) f. Schedule 19 (Cyber Essentials Scheme) g. Schedule 21 (Variation Form) h. Schedule 22 (Insurance Requirements) i. Schedule 25 (Rectification Plan) j. Schedule 26 (Sustainability) k. Schedule 27 (Key Subcontractors) l. Schedule 29 (Key Supplier Staff) |
| | | <ul style="list-style-type: none"> m. Schedule 30 (Exit Management) n. Schedule 24 (Financial Difficulties) g) Schedule 4 (Tender) |
| 14. | Special Terms | N/A |
| 15. | Sustainability | <p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).</p> |

| | | |
|-----|---|---|
| 16. | Buyer's Environmental Policy | available online at: https://www.gov.uk/government/organisations/department-foreducation/about/our-energy-use |
| 17. | Social Value Commitment | the Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Key Performance Indicators) |
| 18. | Buyer's Security Policy | Schedule 2 (Specification), Annex 1 |
| 19. | Commercially Sensitive Information | Schedule 5 (Commercially Sensitive Information) |
| 20. | Charges | Details in Schedule 3 (Charges) |
| 21. | Reimbursable expenses | as set out in Schedule 3 (Charges) if applicable |
| 22. | Payment method | Monthly milestone payments as set out in Schedule 3 (Charges) |
| 23. | Key Performance Indicators | Critical failure: failure to achieve KPI's for a period of 6 months |
| 24. | Insurance | Details in Annex of Schedule 22 (Insurance Requirements). |
| 25. | Liability | In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than [the greater of £5 million or 150% of the Estimated Yearly Charges |

| | | |
|-----|---------------------------------------|---|
| | | In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million |
| 26. | Cyber Essentials Certification | Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme) |

| | | |
|------------|---|--|
| 27. | Progress Meetings and Progress Reports | <ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every (1) Month (unless otherwise agreed in writing between both parties) • The Supplier shall provide the Buyer with Progress Reports every (1) Month (unless otherwise agreed in writing between both parties) |
| 28. | Guarantee | N/A |
| 29. | Virtual Library | N/A |
| 30. | Supplier Contract Manager | <redacted under section 40 of the FOI Act> |
| 31. | Supplier Authorised Representative | <redacted under section 40 of the FOI Act> |
| 32. | Supplier Compliance Officer | <redacted under section 40 of the FOI Act> |
| 33. | Supplier Data Protection Officer | <redacted under section 40 of the FOI Act> |
| 34. | Supplier Marketing Contact | <redacted under section 40 of the FOI Act> |
| 35. | Key Subcontractors | N/A |

| | | |
|-----|--|--|
| 36. | Buyer Authorised Representative | <redacted under section 40 of the FOI Act> & <redacted under section 40 of the FOI Act> Deputy Directors, Looked-After Children Placements <redacted under section 40 of the FOI Act> |
|-----|--|--|

Signed by person authorised to sign on behalf of the Secretary of State for Education:

| | |
|------------|--|
| Signature: | <div> <div><</div> <div><Redacted under Section 40 of the FOI Act> (Mar 7, 2023 09:27 GMT)</div> <div>Redacted under Section 40 of the FOI Act</div> <div>></div> </div> <div> <div>Act</div> <div>{Sig2 es :signer2:signature}</div> <div>>e</div> </div> <div> <div>}</div> <div>}</div> </div> |
| Name: | <div> <div>{{<</div> <div>N2_es_:signer2:fullname</div> <div>Redacted under Section 40 of the FOI Act</div> <div>></div> <div>}}</div> </div> |
| Role: | <div> <div>{{<</div> <div>Ttl2_es_:signer2:title</div> <div>Redacted under section 40 of the FOI Act></div> <div>}}</div> </div> |

Signed by a person authorised to sign on behalf of National Children's Bureau:

| | |
|------------|--|
| Signature: | <div> <div><</div> <div><Redacted under Section 40 of the FOI Act> (Mar 7, 2023 09:26 GMT)</div> <div>Redacted under Section 40 of the FOI Act</div> <div>></div> </div> <div> <div>Act</div> <div>Sig es :signer1:signature</div> <div>></div> </div> <div> <div>}</div> <div>}</div> </div> |
| Name: | <div> <div>{{<</div> <div>N_es_:signer1:fullname</div> <div>Redacted under Section 40 of the FOI Act></div> <div>}}</div> </div> |
| Role: | <div> <div>{{<</div> <div>Ttl_es_:signer1:title</div> <div>Redacted under section 40 of the FOI Act></div> <div>}}</div> </div> |

Core Terms – Mid-tier

Contents

1. Definitions used in the contract1

2. How the contract works1

3. What needs to be delivered.....2

4. Pricing and payments4

5. The buyer’s obligations to the supplier5

6. Record keeping and reporting5

7. Supplier staff7

8. Supply chain.....7

9. Rights and protection9

10. Intellectual Property Rights (IPRs)10

11. Rectifying issues..... 11

12. Escalating issues..... 11

13. Step-in rights12

14. Ending the contract13

15. How much you can be held responsible for..... 16

16. Obeying the law.....17

17. Insurance17

18. Data protection17

19. What you must keep confidential.....18

20. When you can share information.....20

21. Invalid parts of the contract20

22. No other terms apply21

23. Other people’s rights in the Contract21

24. Circumstances beyond your control21

25. Relationships created by the contract21

26. Giving up contract rights.....21

27. Transferring responsibilities.....22

28. Changing the contract23

29. How to communicate about the contract24

30. Dealing with claims.....24

31. Preventing fraud, bribery and corruption25

32. Equality, diversity and human rights26

33. Health and safety26

Mid-tier Contract – Version 1.1

34. Environment
26

35. Tax
26

36. Conflict of interest
27

37. Reporting a breach of the contract
27

38. Further Assurances 28

39. Resolving disputes
28

40. Which law applies
29

Core Terms – Mid-tier
Crown Copyright 2022
Version: v1.1

Mid-tier Contract – Version 1.1

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 the 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 the 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 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.
- 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 the 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 the 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 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 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 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 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.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 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.

3.2.12 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.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of the 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.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the 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 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 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 the 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 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:

- 4.4.1 includes all appropriate references including the 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).
- 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 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 the 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 **Error! Reference source not found.** only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within 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 the Contract during the Contract Period and for 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 Start Date;

6.3.2 at the end of each Contract Year; and

6.3.3 within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if requested within 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 the Contract, 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 Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

6.5.1 complies with the Supplier's operating procedures; and

6.5.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.

- 6.6 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:

6.6.1 all information within the permitted scope of the Audit;

6.6.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and

6.6.3 the Supplier Staff.

- 6.7 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.

- 6.8 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:

6.8.1 correcting any identified Default;

6.8.2 rectifying any error identified in a Financial Report; and

- 6.8.3 repaying any Charges that the Buyer has overpaid.
- 6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.9.1 tell the Buyer and give reasons;
 - 6.9.2 propose corrective action; and
 - 6.9.3 provide a deadline for completing the corrective action.
- 6.10 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 the Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy; 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 the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

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 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) 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;
 - b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) 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;
 - b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - c) allow the Buyer to publish the details of the late payment or non-payment if this 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 SubContracts 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 **Error! Reference source not found.** then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 **Ongoing responsibility of the Supplier**

8.5.1 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**

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is executed 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 the 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 the 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 the 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 Start 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 the 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 the 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 Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 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.

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.
- 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 Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 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 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 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 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 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 Clause 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 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 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 Start 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 the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies.

14.4 When the Buyer can end the Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- a) there's a Supplier Insolvency Event;
- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance
- 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 10 days of the request;
- e) there's any material Default of the Contract;
- f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- g) there's any material Default of any Joint Controller Agreement relating to the Contract;
- h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- i) the performance of the Supplier causes a Critical Service Level Failure to occur;
- j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Key Performance Indicators);

- k) there's a Change of Control of the Supplier which isn't preapproved by the Buyer in writing;
- l) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).

14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.5, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable). 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.
- h) The following Clauses survive the termination of the

Contract: 3.2.10, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.5.2 If either Party terminates the Contract under Clause 24.3:

- a) each party must cover its own Losses; and
- b) Clauses 14.5.1b) to 14.5.1h) applies.

14.6 When the Supplier 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 the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

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

14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the 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 the Contract had not been terminated; and
- c) Clauses 14.5.1d) to 14.5.1h) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the 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 the Contract if the remaining parts of the 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 the 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
 - 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 7.5, 9.3, **Error! Reference source not found.**, 16.3 or Schedule 7 (Staff Transfer) of the Contract.
- 15.5 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.
- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.7.1 Deductions; and
 - 15.7.2 any items specified in Clause 15.4.
- 15.8 If more than one Supplier is party to the 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.
- 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

- 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 every 6 Months.
- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 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:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 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 entirely at fault.

18.8 The Supplier:

18.8.1 must provide the Buyer with all Government Data in an agreed open format within 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;

18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; 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 the 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:

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 the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 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 Central Government Body, any successor body to a Central Government 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; and
 - 19.4.5 under Clauses 4.6 and 20.
- 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 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 the 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 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within 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;
 - 20.2.2 comply with any Freedom of Information Act (FOIA) request; and
 - 20.2.3 comply with any Environmental Information Regulations (EIR) request.
- 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

- 21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause **Error! Reference source not found.** and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

The provisions incorporated into the 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 the Contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

24. Circumstances beyond your control

24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the 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 the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 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 the 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 the Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract the 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 Buyer does not communicate a decision to the Supplier within 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 the 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 the 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 the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

28.3.1 agree that the Contract continues without the Variation; and

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 the 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 the 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 the 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 9am 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 10 Working Days.

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 20 Working Days of the Start Date of the 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 breach 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 the Contract; and

31.3.4 suspected that any person or Party directly or indirectly related to the 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.

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 the 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.

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 the 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 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 the 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 the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the 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 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 the 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.

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 breach of:

37.1.1 Law;

37.1.2 Clause 16.1; and

37.1.3 Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach 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 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 39.3 to 39.5.

39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.4, 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 39.3, 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 39.4.

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

40. Which law applies

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 the 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 the Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa; 1.3.2 reference to a gender includes the other gender and the neuter; 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 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**";

1.3.6 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;

1.3.7 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 the Contract;

1.3.8 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;

1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

Schedule 1 (Definitions)

Crown Copyright 2022

1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.3.13 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):

- (i) 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; and
- (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

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

| | |
|--------------------------------------|---|
| "Achieve" | 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 FDE Group Member" | means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties); |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Allowable Assumptions" | means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges); |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|---------------------|---|
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly; |
| "Associates" | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles; |

| | |
|----------------|---|
| "Audit" | <p>the Buyer's right to:</p> <ul style="list-style-type: none"> (a) verify the integrity and content of any Financial Report; (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract); (c) 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; (d) verify the Open Book Data; (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (g) 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; (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (k) 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 Buyer has used its resources; |
|----------------|---|

| | |
|--|---|
| "Auditor" | <ul style="list-style-type: none"> (a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above; |
| "Award Form" | the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer; |
| "Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "Buyer" | the public sector purchaser identified as such in the Order Form; |
| "Buyer Assets" | 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" | the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form; |
| "Buyer Cause" | has the meaning given to it in the Award Form; |
| "Buyer Data" | <p>means 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 or End User's Confidential Information, and which:</p> <ul style="list-style-type: none"> (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (c) any Personal Data for which the Buyer or End User is the Controller; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|---|---|
| "Buyer Existing IPR" | means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown |
| | IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise) |
| "Buyer Premises" | 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); |
| "Buyer Third Party" | means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time; |
| "Buyer's Confidential Information" | <p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and</p> <p>information derived from any of the above;</p> |
| "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> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p> |
| "Change in Law" | 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" | 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 Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions; |

| | |
|---|--|
| "Claim" | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| "Commercially Sensitive Information" | the Confidential Information listed in the Award 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 Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss; |
| "Comparable Supply" | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| "Confidential Information" | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of 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" | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer; |
| "Contract" | the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form; |
| "Contract Period" | the term of the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date (c) until the End Date; |
| "Contract Value" | the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier; |
| "Contract Year" | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|---------------------|--|
| "Control" | 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" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Core Terms" | the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms"; |

| | |
|-----------------------|--|
| <p>"Costs"</p> | <p>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"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; (b) 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; (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables; <p>but excluding:</p> <ul style="list-style-type: none"> (e) Overhead; (f) financing or similar costs; (g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise; (h) taxation; |
|-----------------------|--|

| | |
|--|--------------------------|
| | (i) fines and penalties; |
|--|--------------------------|

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|--|--|
| | (j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and (k) non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| | |
| "Critical Service Level Failure" | has the meaning given to it in the Award Form; |
| "Crown Body" | 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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "Crown IPR" | means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| "Data Protection Legislation" | (i) the UK GDPR, (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; and (iv) (to the extent that it applies) the EU GDPR; |
| "Data Protection Liability Cap" | has the meaning given to it in the Award Form; |
| "Data Protection Officer" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Data Subject" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Data Subject Access Request" | 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" | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract; |
| "Default" | any breach of the obligations of the Supplier (including abandonment of the 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 the Contract and in respect of which the Supplier is liable to the Buyer; |
| "Delay Payments" | 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" | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| "Delivery" | delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly; |
| "Dependent Parent Undertaking" | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract; |
| "Disaster" | 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 Award Form (for the purposes of this definition the "Disaster Period"); |
| "Disclosing Party" | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential); |

| | |
|---------------------------------------|---|
| "Dispute" | any claim, dispute or difference (whether contractual or noncontractual) arising 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" | the dispute resolution procedure set out in Clause 39 (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 the Contract as:</p> <ul style="list-style-type: none"> (a) 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 (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables; |
| "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 Buyer prior to the Start Date; |
| "Effective Date" | the date on which the final Party has signed the Contract; |
| "EIR" | the Environmental Information Regulations 2004; |

| | |
|---------------------------------|--|
| "Employment Regulations" | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced; |
| "End Date" | the earlier of: (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| "End User" | means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user); |

| | |
|---|---|
| "Environmental Policy" | 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; |
| "Equality and Human Rights Commission" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Escalation Meeting" | means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process; |
| "Estimated Year 1 Charges" | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form; |
| "Estimated Yearly Charges" | means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period; |
| "EU" | European Union |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|---------------------------|--|
| "EU GDPR" | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law; |
| "Existing IPR" | 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); |
| "Exit Plan" | has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan); |
| "Expiry Date" | the date of the end of the Contract as stated in the Award Form; |
| "Extension Period" | such period or periods beyond which the Initial Period may be extended, specified in the Award Form; |
| "FDE Group" | the Supplier and any Additional FDE Group Member; |

| | |
|--|---|
| <p>"Financial Distress Event"</p> | <p>The occurrence of one or more the following events:</p> <ul style="list-style-type: none"> (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; (d) any FDE Group entity commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors; (i) any of the following: <ul style="list-style-type: none"> (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern; (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; |
|--|---|

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|--|---|
| | <ul style="list-style-type: none">(iii) non-payment by any FDE Group entity of any financial indebtedness;(iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;(v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or(vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity, in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract; or <p>(j) any one of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold.</p> |
| "Financial Report" | <p>a report provided by the Supplier to the Buyer that:</p> <ul style="list-style-type: none">(a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;(b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and(d) is certified by the Supplier's Chief Financial Officer or Director of Finance; |
| "Financial Transparency Objectives" | <p>means:</p> <ul style="list-style-type: none">(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;(b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; |

| | |
|------------------------------|--|
| | <ul style="list-style-type: none"> (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices; |
| "FOIA" | 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>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> (i) 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; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|--------------------------------------|---|
| "Force Majeure Notice" | 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; |
| | |
| "General Anti-Abuse Rule" | (a) the legislation in Part 5 of the Finance Act 2013 and; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| "General Change in Law" | 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" | goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form; |
| "Good Industry Practice" | 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" | 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 Buyer's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract; |
| "Government Procurement Card" | the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|----------------------------------|--|
| "Guarantor" | the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract; |
| "Halifax Abuse Principle" | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| "HMRC" | Her Majesty's Revenue and Customs; |
| "ICT Policy" | the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the 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" | <p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none">(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;(b) details of the cost of implementing the proposed Variation;(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the 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;(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request; |
| "Implementation Plan" | the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| "Incorporated Terms" | the contractual terms applicable to the Contract specified in the Award Form; |
| "Indemnifier" | a Party from whom an indemnity is sought under this Contract; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|-----------------------------------|---|
| "Independent Controller" | a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data; |
| "Indexation" | the adjustment of an amount or sum in accordance with the Award Form; |
| "Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| "Information Commissioner" | 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" | the initial term of the Contract specified in the Award Form; |

| | |
|----------------------------------|---|
| <p>"Insolvency Event"</p> | <p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days; (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where that person is a company, an LLP or a partnership: <ul style="list-style-type: none"> (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other |
|----------------------------------|---|

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|--|--|
| | <p>companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(a) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p> |
| "Installation Works" | all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract; |
| "Intellectual Property Rights" or "IPR" | <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p> |
| "Invoicing Address" | the address to which the Supplier shall Invoice the Buyer as specified in the Award Form; |
| "IP Completion Day" | has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020; |

| | |
|-------------------------------------|--|
| "IPR Claim" | 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 Buyer in the fulfilment of its obligations under the Contract; |
| "IR35" | 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: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ; |
| "Joint Controller Agreement" | the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data); |
| "Joint Control" | where two or more Controllers jointly determine the purposes and means of Processing; |
| "Joint Controllers" | where two or more Controllers jointly determine the purposes and means of Processing; |
| "Key Staff" | the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff); |
| "Key Sub-Contract" | each Sub-Contract with a Key Subcontractor; |
| "Key Subcontractor" | any Subcontractor: <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with the 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 Contract, and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form; |
| "Know-How" | 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 Start Date; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|-------------------------------------|---|
| "Law" | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, |
| | regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply; |
| "Law Enforcement Processing" | processing under Part 3 of the DPA 2018; |
| "Losses" | 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; |
| | |
| "Marketing Contact" | shall be the person identified in the Award Form; |
| "Milestone" | an event or task described in the Implementation Plan; |
| "Milestone Date" | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; |
| "Month" | a calendar month and "Monthly" shall be interpreted accordingly; |
| "National Insurance" | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); |
| "New IPR" | <p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;</p> |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|---|---|
| "New IPR Item" | means a deliverable, document, product or other item within which New IPR subsists; |
| "Notifiable Default" | means: (a) the Supplier commits a material Default; and/or (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure; |
| "Occasion of Tax Non – Compliance" | where: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|-------------------------|---|
| "Open Book Data" | <p>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 Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none">(a) 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;(b) operating expenditure relating to the provision of the Deliverables including an analysis showing:<ul style="list-style-type: none">(i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;(ii) 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;(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and(iv) Reimbursable Expenses, if allowed under the Award Form;(c) Overheads; |
| | <ul style="list-style-type: none">(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;(e) the Supplier Profit achieved over the Contract Period and on an annual basis;(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and(h) the actual Costs profile for each Service Period; |

| | |
|--|---|
| "Open Licence" | means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-governmentlicence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standardsprinciples/open-standards-principles ; |
| "Open Licence Publication Material" | means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence; |
| "Overhead" | 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"; |
| "Parent Undertaking" | has the meaning set out in section 1162 of the Companies Act 2006; |
| "Parliament" | takes its natural meaning as interpreted by Law; |
| "Party" | the Buyer or the Supplier and "Parties" shall mean both of them where the context permits; |
| "Personal Data" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Personal Data Breach" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Prescribed Person" | a legal adviser, an MP or an appropriate body which a whistleblower 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-thewhistle-list-of-prescribed-people-and-bodies--2/whistleblowing-listof-prescribed-people-and-bodies ; |
| "Processing" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |

| | |
|------------------------------|--|
| "Processor" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Processor Personnel" | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract; |
| "Progress Meeting" | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |
| "Progress Report" | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| "Prohibited Acts" | <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or (c) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or (d) 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; |

| | |
|-------------------------------------|--|
| "Protective Measures" | <p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) state of technological development (d) the cost of implementing any measures <p>including 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;</p> |
| "Public Sector Body " | means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service; |
| | |
| "Recall" | 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 IPR rights) that might endanger health or hinder performance; |
| "Recipient Party" | the Party which receives or obtains directly or indirectly Confidential Information; |
| "Rectification Plan" | <p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable); |
| "Rectification Plan Process" | the process set out in Clause 11; |
| "Regulations" | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |

| | |
|-----------------------------------|---|
| "Reimbursable Expenses" | 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"> (a) 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 (b) 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 Requirements" | 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" | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| "Reminder Notice" | a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| "Replacement Deliverables" | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Replacement Supplier" | 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" | a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| "Required Action" | means the action the Buyer will take and what Deliverables it will control during the Step-In Process; |
| "Required Insurances" | the insurances required by Schedule 22 (Insurance Requirements); |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|-----------------------------------|--|
| "Satisfaction Certificate" | the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test; |
| "Schedules" | any attachment to the Contract which contains important information specific to each aspect of buying and selling; |
| "Security Management Plan" | the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable); |
| "Security Policy" | the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| "Serious Fraud Office" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Service Credits" | any service credits specified in the Annex to Part A of Schedule 10 (Key Performance Indicators) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| "Service Levels" | any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Key Performance Indicators) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| "Service Period" | has the meaning given to it in the Award Form; |
| "Services" | services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|---------------------------------|--|
| "Sites" | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (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; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided) |
| "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 enterprises; |
| "Social Value" | the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Key Performance Indicators) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Key Performance Indicators) is not used) |
| "Social Value KPIs" | the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Key Performance Indicators) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Key Performance Indicators) is not used) |
| "Social Value Report" | the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Key Performance Indicators) is not used |
| "Special Terms" | any additional terms and conditions set out in the Award Form incorporated into the Contract; |
| "Special IPR Terms" | any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract; |
| "Specific Change in Law" | 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; |
| "Specification" | the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|--------------------------|---|
| "Standards" | <p>any:</p> <ul style="list-style-type: none">(a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;(b) standards detailed in the specification in Schedule 2 (Specification);(c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;(d) relevant Government codes of practice and guidance applicable from time to time; |
| "Start Date" | the date specified on the Award Form; |
| "Step-In Process" | the process set out in Clause 13; |

| | |
|--------------------------------|--|
| "Step-In Trigger Event" | <p>means:</p> <ul style="list-style-type: none"> (a) the Supplier's level of performance constituting a Critical Service Level Failure; (b) the Supplier committing a material Default which is irremediable; (c) where a right of termination is expressly reserved in this Contract; (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form; (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement; (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary; (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (i) a need by the Buyer to take action to discharge a statutory duty; |
| "Step-Out Plan" | <p>means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;</p> |
| "Storage Media" | <p>the part of any device that is capable of storing and retrieving data;</p> |
| "Sub-Contract" | <p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |
| "Subcontractor" | <p>any person other than the Supplier, who is a party to a SubContract and the servants or agents of that person;</p> |

| | |
|---|--|
| "Subprocessor" | any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract; |
| "Subsidiary Undertaking" | has the meaning set out in section 1162 of the Companies Act 2006; |
| "Supplier" | the person, firm or company identified in the Award Form; |
| "Supplier Assets" | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets; |
| "Supplier Authorised Representative" | the representative appointed by the Supplier named in the Award Form, or later defined in a Contract; |
| "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 Contract; |
| "Supplier Existing IPR" | any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise) |
| "Supplier Existing IPR Licence" | means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Para 1.3 of Schedule 36. |
| "Supplier Group" | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; |
| "Supplier Non-Performance" | <p>where the Supplier has failed to:</p> <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 the 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 the 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 the Contract; |
| "Supplier's Confidential Information" | <ul style="list-style-type: none"> (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, KnowHow, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; Information derived from any of (a) and (b) above; |
| "Supplier's Contract Manager" | the person identified in the Award Form appointed by the Supplier to oversee the operation of the 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; |
| "Supply Chain Information Report Template" | the document at Annex 1 of Schedule 18 (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 Contract detailed in the information are properly payable; |
| "Tender Response" | the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender); |

| | |
|--|--|
| "Termination Assistance" | the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| "Termination Assistance Notice" | has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management); |
| "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 the 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 the Contract; |
| "Test Plan" | a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones; |

| | |
|-----------------------------------|--|
| "Tests and Testing" | any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the 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; |
| "Third Party IPR Licence" | means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 |
| "Transparency Information" | the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information; |

| | |
|-------------------------------|--|
| "Transparency Reports" | the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports); |
| "UK GDPR" | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 |
| "Variation" | means a variation to the Contract; |
| "Variation Form" | the form set out in Schedule 21 (Variation Form); |
| "Variation Procedure" | the procedure set out in Clause 28 (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; |
| "Verification Period" | has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges); |
| "Work Day" | 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; |
| "Work Hours" | 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; |

Schedule 1 (Definitions)

Crown Copyright 2022

| | |
|----------------------|---|
| "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/procurement-policynote-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 Award Form. |

Schedule 2 (Specification)

SPECIFICATION – ITT_ 1828 Sector awareness and preparedness project to aid the implementation of national standards and Ofsted regulation for providers of supported accommodation for looked after children and care leavers aged 16 & 17

| Area | Description |
|---|--|
| Introduction | |
| What is supported accommodation for young people? | <p>Supported accommodation for young people will become the catch all term used to define provision which offers accommodation and support for looked after children and care leavers aged 16 & 17. These placements deliver semi-independent living arrangements for older children in the care system. These placements are often referred to as 'unregulated settings' because they are not currently subject to Ofsted registration and inspection in the way that children's homes are.</p> <p>There were 80,850 looked after children on 31 March 2021. 57,330 (71%) of these children were placed with foster carers and 7,230 (9%) were placed in children's homes. 6,050 (7%) were placed in supported accommodation. Around 550 care leavers aged 16 & 17 are also accommodated in these settings.</p> <p>There is a wide range of provision types which fall under the umbrella of supported accommodation for young people. These can include (but are not limited to):</p> <ul style="list-style-type: none">• Supported accommodation – single occupancy settings with on-site support• Supported accommodation – multiple occupancy/group settings with on-site support• Specialist accommodation- for example self-contained accommodation with personal assistance support, or therapeutic placements for young people with specific support needs such as disabilities and mental health difficulties• Supported lodgings – a young person lodging with adults, who provide support• Hostels• Foyers <p>Regardless of the provision type, supported accommodation is suitable only for young people who are ready to be supported to live semiindependently as part of a transition to adulthood, and leaving care.</p> <p>In recent years we have grown increasingly concerned that the quality of support and accommodation offered in this provision is inconsistent, and that some children are placed in poor quality settings that do not meet their needs or keep them safe. In response to these concerns the Government is embarking on an ambitious programme of reforms to drive up quality and improve consistency in this provision.</p> |

Introducing national standards and Ofsted regulation for providers offering supported accommodation for looked after children and care leavers aged 16 & 17

In December 2021, following extensive research and consultation we announced that:

- We are introducing mandatory national standards and Ofsted registration and inspection for providers of currently unregulated independent and semi-independent provision that accommodate 16 and 17 year old looked after children and care leavers. This will cover all types of “other arrangements” placement under the Children Act 1989, as well as providing care leavers with, or maintaining them in suitable accommodation in accordance with s.23B(8)(b) CA 1989 – with exceptions for settings that are already regulated.
- Ofsted will register at provider-level, rather than individual settings. This will allow for proportionate regulation of provision. Ofsted will visit a sample of the settings a provider operates as part of inspection.
- We will call all of this provision ‘supported accommodation for young people’ in future.
- We will prohibit placing looked after children and care leavers aged 16 or 17 in wholly independent settings by requiring all providers to provide some form of support for young people in line with the national standards where children are placed in accommodation other than children’s homes or foster placements
- We will not be prohibiting the placement of under-18s in provision that also accommodates adults – instead the focus will be on ensuring that placement practice and risk management are effective and keep children safe.

This means that from October 2023, all providers of supported accommodation for young people that accommodate 16- and 17-year-old looked after children and/or care leavers will be required to adhere to mandatory national standards which will be overseen and enforced by Ofsted-led registration and inspection for provision.

In July 2022, we laid the first set of regulations required to introduce the reforms to supported accommodation for 16- and 17-year-old looked after children and care leavers. This first set of regulations was limited to extending parts of the Care Standards Act 2000 which give the Secretary of State powers to develop and consult on the more substantive regulations later this year.

The more substantive regulations will introduce the national standards and Ofsted regime, enabling Ofsted to begin registering providers from April 2023, and ending the use of supported accommodation which isn’t registered with Ofsted from October 2023.

National standards

We have consulted extensively on the content of the standards which are broken down into four key areas:

- Leadership and management – a standard that focuses on ensuring providers have statements of purpose and intent setting out their service offer, and the role of the staff in delivering this.
- Child protection – a standard focusing on workforce plans and training, including DBS checks and location assessments.

- Accommodation – a standard that ensures the quality and suitability of the built environment is safe and secure.
- Support – a standard focused on ensuring that support is provided for every young person, they have a say in what this is, and that there is a plan in place for delivering it.

We expect to include a final version of the national standards in a public consultation we will publish before the end of the year. We will carefully consider all responses to the consultation ahead of laying the regulations later in the year.

The national standards will provide a robust benchmark for high quality provision for young people which will also give providers flexibility to tailor provision to best meet their needs.

Ofsted registration and inspection regime

Currently, this type of provision is not registered and inspected by Ofsted, which is why it has long been termed “unregulated” provision. In our initial consultation in 2020, we asked for respondents’ views on whether local authorities or Ofsted should oversee the regime- over 70% of respondents thought Ofsted should oversee a quality and inspection regime.

Through our second consultation in 2021, we sought views on how Ofsted should regulate providers against the proposed national standards and particularly whether this should be through a setting or provider level registration and inspection regime. While many advantages were put forward concerning a setting-level registration and inspection model, including improved quality in all settings and increased consistency of provision across multiple settings run by larger providers, we do not think that this type of regime would be proportionate for this type of provision. Local authorities and providers were overwhelmingly concerned about the impact that this model would have on sufficiency of placements, limiting flexibility in the sector to tailor provision to young people and that over-regulation would lead to excessive and disproportionate costs for provision. We do not think that such an approach would be consistent with the principles of this type of provision, which is intended to support young people to develop their independence and afford them additional levels of autonomy and responsibility that they would not receive in a children’s home.

We have therefore proceeded with the introduction of an Ofsted-led registration and inspection regime which registers at provider level and visits a representative sample of their settings. This approach was supported through the consultation, with the most common advantages identified as enabling Ofsted inspectors to get a holistic understanding of services, less administrative complexity, cost effectiveness and ensuring providers are able to be more flexible in their accommodation portfolios to meet the needs of young people being referred.

These views were supported by Ofsted who believe that a provider-level model would be the most proportionate level of regulation for this sector, which focusses on placing older children’s diverse needs at its heart and allows flexibility in the types of support provided.

| | |
|--|--|
| | <p>The regulation of this provision will mean that, for the first time, all provision offering care and support for looked after children and care leavers aged 16 and 17 will be registered and inspected by Ofsted. This will promote consistency and security to all children, right up to the age of 18.</p> <p>We believe that this model will deliver rigorous and proportionate regulation whilst retaining the ability for providers to be flexible to respond to the needs of young people who are ready for this type of provision.</p> <p>The Department for Education and Ofsted are working to develop and finalise a proportionate regulatory framework to inspect against the national standards, build the required administrative systems to operate the regime and recruit and train a new workforce.</p> <p>We will issue a further public consultation in Autumn 2022 which will consult on various elements of the regulatory framework and will seek views on a final version of the national standards ahead of their implementation. We will then work to finalise the national standards and regulatory regime, and will share this information with the successful supplier ahead of the contract commencement date.</p> <p>Providers will begin to register with Ofsted in April 2023.</p> <p>The national standards will become mandatory from Autumn 2023 following a minimum 6-month registration window, to enable providers to register before the standards come into force. Ofsted will then implement the framework for inspections of supported accommodation in April 2024.</p> |
| Who are the providers of this provision? | <p>The supported accommodation for young people provider market is extremely varied in terms of the type of provision, its structure and what it offers to young people. There are approximately 1,100 providers in the sector which is made up of a combination of small and large organisations and provision can be supplied by local authorities in house, charitable / third sector organisations, private providers and others. Further detail on providers is available here: https://socialcareinspection.blog.gov.uk/2022/08/31/supportedaccommodation-we-need-strong-oversight-to-make-sure-young-people-are-safe-secure-and-doing-well/</p> <p>The successful supplier will be expected to deliver practical support that meets the needs of this wide range of providers, to assist them in applying the new national standards and registering under the new regulatory regime.</p> |
| Background to the requirement | |
| How does supported accommodation for young people fit within children's social care? | <p>Under the Care Standards Act (2000), settings and domiciliary services that provide both care and accommodation for young people under the age of 18 are already required to register with Ofsted. These include children's homes and fostering services, in which most children in care are accommodated.</p> <p>Placements made in supported accommodation for young people are currently classed as unregulated settings in 'other arrangements.' These placements can currently be made in any provision that doesn't offer</p> |

| | |
|---|---|
| | <p>care, as long as the local authority is satisfied that the accommodation is suitable and meets the needs of the child placed there.</p> <p>In order to regulate the use of supported accommodation in the future, the government will amend legislation to make it permissible for a looked after child or care leaver aged 16 & 17 to be placed in supported accommodation provision only if the provision is registered with Ofsted. This will remove all forms of unregulated provision for this age group and will mean that for the first time, all children's social care placements for under-18s will be registered and regulated by Ofsted.</p> |
| What is the aim of the 'Sector awareness and Provider Preparedness' project | <p>The overall aim of this project is to support the successful implementation of this reform programme by ensuring supported accommodation for young people is consistently high quality, through readying providers for the standards and regulation.</p> <p>As part of the announcement of the new reforms in December 2021, the Government was clear that "We will only ever accept good providers who offer accommodation and support at the required standard." This project will be key in supporting good providers who are able to offer support and accommodation at the required standard to transition to the new regime.</p> <p>This specification sets out the general requirements of the sector awareness and provider preparedness project; however, the Department for Education may make reasonable modifications to this specification ahead of the contract commencing. Any such modifications will be discussed and agreed with the successful supplier during an implementation period at the beginning of the contract.</p> |
| When will the project run? | <p>The Department for Education will contract a supplier to run the sector awareness and provider preparedness project over a 14-month period, between February 2023 – April 2024 with an option to extend by one (1) year subject to the Departmental approval process, budget availability and departmental requirements.</p> <p>(Exact dates TBC).</p> <p>The successful supplier will be expected to establish initial website facilities from the beginning of the contract period. This should include key dates, a brief summary of the changes and key considerations for providers and commissioners.</p> <p>The main roll out of the preparedness package will begin in March 2023 ahead of registration becoming mandatory in October 2023. A detailed description of the requirements of the project, including a brief timeline is provided in the sections below.</p> |
| Key Stakeholders | <p>Local Authorities</p> <p>Providers of supported accommodation</p> <p>Children and Young People</p> <p>Department for Education Contract Manager</p> |
| Description of requirements | |

Requirements of the 'Sector awareness and provider preparedness' project

We envisage that the first phase of the project will be for the supplier to publish on their **website** information which effectively communicates the new requirements, key dates and milestones to the existing provider market so that they are ready for the changes coming into effect.

The website / online resource will not form a standalone part of the contract, rather it will facilitate the successful delivery, facilitation, and communication of the requirements of the project.

The Department for Education will not be producing a standalone website for this project, so the successful supplier will be required to already host and maintain a website that can be expanded to host the resources required for the successful delivery of this project.

The website will be required:

- To act as a 'one stop shop' for useful links, up to date information and resources for providers, prospective providers and commissioners.
- To host a variety of content specifically aimed at achieving the requirements of the project. An example of key tabs could be: Training/ Resources /Focus Areas / Information, which could then be broken down with sub-pages such as:
 - Training
 - Workshops
 - Tailored support
 - 1-2-1s
 - Sign up for conferences
 - Resources
 - Newsletters
 - Forums
 - Q&As
 - Regulatory Responsibilities
 - Links to Regs and Guide
 - Focus Areas
 - Recording outcomes
 - Leadership and management
 - Protection standard
 - Accommodation standard
 - Support standard
 - Preparing for Inspection
 - Involving Children and Young People

Information

The main aim of the project will be to reduce the risk of disruption in the supported accommodation for young people sector by delivering practical support to providers to assist them in applying the new national standards and registering under the new regulatory regime.

The first 8 months of the contract period (Feb to Oct 2023) will focus largely on supporting the existing provider market, and potential entrants

to the market, to register under the new regime ahead of registration becoming mandatory.

The remaining 6 months will focus on supporting newly registered providers to prepare for inspections, and where required, supporting new entrants to the sector to register.

The key requirements will be:

Local authority / commissioner readiness sessions

- To deliver sessions to local authority commissioners which explain the new requirements to providers wishing to register under the new regime. These sessions may be delivered face to face/ online (or a mixture of both) and will ensure local authorities and commissioners are aware of all relevant details related to the new regime and will offer a forum to ask any questions.
- To develop practical tools to assist local authorities commissioners to support providers to transition from existing commissioning frameworks to the new regulatory regime. This may include producing communications, guides, and any other online resources that may be useful in facilitating discussions between commissioners and providers.

Presentations on registration for providers

- To deliver conferences / seminars which aid the transition between current quality assurance frameworks and the new Ofsted regime. These seminars should:
 - Engage the provider market and provide clear information on the new regime and the future changes for registered providers and registered service managers
 - Share case studies, examples of issues and practical solutions and provide a forum for discussion amongst providers in relation to the new regulations.
 - Be delivered in accessible formats that enable and encourage as many providers as possible to attend.Further information can be found here:
www.gov.uk/guidance/guidance-and-tools-for-digitalaccessibility
www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction

Roundtable discussions / forums / focus groups

- To enable and lead discussions between providers which build upon good practice, processes and case studies

- To facilitate a forum which promotes and encourages providers of similar types of settings to collaborate and share best practice and solutions to common concerns and implementation issues.

Formal training

- | | |
|--|--|
| | <ul style="list-style-type: none">• To engage with providers to understand gaps in knowledge and develop a plan for the effective delivery of training which addresses these gaps.• To produce and deliver training resources to the provider market on key areas identified through previous engagement exercises. This may include presentations, resources, e-learning, and instructor led training courses. |
|--|--|

Output / deliverables

| | |
|------------------|---|
| <p>Key tasks</p> | <p>The key tasks in implementing the requirements for each phase are likely to be as set out below. However, these have scope to change in line with discussions held with key stakeholders, and the actual commencement date of the project. We therefore do not expect this list to be exhaustive.</p> <p><u>February 2023</u></p> <p>Establish website facilities including first stage communications on national standards, Ofsted registration and inspection framework. This will include key dates, a brief summary and key considerations for providers.</p> <p>Initial communication to a cross section of providers and other key stakeholders inviting them to early engagement sessions.</p> <p>Engage in early discussions with local authorities to understand effectiveness of communications so far and gather intel on gaps and opportunities for further communication.</p> <p><u>March 2023</u></p> <p>Agree final delivery plan with DfE which accounts for views, concerns and gaps in knowledge expressed by stakeholders in previous discussions.</p> <p>Plan engagement methods, including selecting an appropriate cast list for roundtable and group discussions.</p> <p>Develop resources and draft workshop content for local authority, commissioner, and providers readiness sessions.</p> <p><u>March – October 2023</u></p> <p>Main roll out of preparedness package ahead of registration becoming mandatory in October 2023, including delivering presentations, roundtable discussions and any other planned activities agreed in the delivery plan.</p> <p><u>October 2023</u></p> <p>Mid point evaluation of provider preparedness phase ahead of updating delivery to include support on preparing for inspection</p> <p><u>October 2023- March 2024</u></p> |
| | <p>Secondary roll out of support aimed at supporting new entrants to the sector to register, and supporting newly registered providers ahead of inspections becoming mandatory</p> <p><u>April 2024</u></p> <p>Exit planning, handover and final evaluation</p> |

| | |
|-----------|--|
| Reporting | <p>An active action plan should be updated monthly, demonstrating ongoing evaluation of support being provided, needs of the sector and actions to support the sector. This should also include development priorities and the different needs of the providers and commissioners.</p> <p>The supplier will be required to submit the first action plan on the last day of February 2023. The Department may require the supplier to provide extra information however this will be communicated and agreed by both parties.</p> <p>The reports will outline progress against key performance indicators, deliverables and agreed outputs for each phase.</p> <p>The reports and any other discussions will be used to inform the more indepth face-to-face review meetings to be held with DfE as follows:</p> <p>March 2023</p> <p>June 2023</p> <p>September 2023</p> <p>December 2023</p> <p>March 2024</p> <p>April 2024 (Final review and evaluation report)</p> |
|-----------|--|

Contract period

The contract is expected to commence on the 13th February 2023 (Approx.) with a term of fourteen (14) months with an option to extend by one (1) year subject to the Departmental approval process, budget availability and departmental requirements.

Key Performance Indicators and milestones

| | |
|-----------------------|--|
| Provider preparedness | <p>Sector Intelligence:</p> <p>Sector intelligence to be completed within the first two (2) months of the contract. This should be addressed directly with LA Commissioners and include gathering the;</p> <ul style="list-style-type: none">• Number and category of providers currently active in each LA• Number of providers considering registering under the new regulatory framework• Issues and barriers facing providers wanting to register <p>Local Authority Support:</p> <p>A minimum of 50% (approx. 70) Local Authorities are actively engaged in the provider preparedness element of the project.</p> <p>Local authorities are supported, and knowledge of the new regime is reinforced so that, by end of project they are in a strong position to confidently</p> |
|-----------------------|--|

| | |
|----------------------------------|--|
| | <p>understand the requirements on providers of the new regime and can make suitable placement decisions which take account of the purpose and limitations of these settings</p> <p>Provider Market Support: Support, information and good practice tools/resources are targeted and delivered based on sector intelligence gathered from conversations with LA commissioners. Performance measures for this including the % of providers engaged through this phase will be agreed during the first six months of the contract.</p> <p>Provider workshops should be completed before October 2023.</p> <p>These should comprise of a minimum of one face-to-face workshop per region listed below, alongside a number of virtual workshops as per sector requirements:</p> <ul style="list-style-type: none">• East Midlands• East of England• London• North West• North East• South East• South West• West Midlands• Yorkshire and the Humber <p>These workshops should include; clear information on the new regime and the future changes, case studies, examples of issues and practical solutions and provide a forum for discussion amongst providers in relation to the new regulations.</p> <p>The program of support is structured in a way which reflects a clear understanding of the main priorities and development needs identified through the sector intelligence phase. Practical support should then be delivered in a way which meets the needs of the sector and provides the greatest benefit.</p> <p>Measures for this KPI will be discussed and applied during the first 3 months of the contract once the sector intelligence phase has been completed.</p> |
| Website / digital communications | <p>The website content is launched and communicated to the stakeholders within the first 4 weeks of the contract start date.</p> <p>All information produced and hosted on the website is correct, high quality and accessible to all key stakeholders.</p> |

| | |
|--|--|
| Social value | Employment opportunities are created for those who face barriers to employment and/or who are located in deprived areas. |
| | <p>Training opportunities are created (Level 2, 3, and 4+) for those who face barriers to employment and/or who are located in deprived areas of the UK created or retained under the contract, other than as apprentices.</p> <p>The measures for this key performance indicator will be defined prior to the contract start date.</p> |
| Ongoing evaluation | <p>Throughout the project on-going evaluation of the support provided is undertaken to ensure continuing relevance and learning for the sector.</p> <p>Feedback via surveys and other means is collected at quarterly intervals by the supplier on the effectiveness of the support provided to the sector. Where knowledge gaps are identified, the supplier should work to address these through the action plan.</p> <p>The final evaluation will re-review the sector by completing further surveys with local authority commissioners to understand:</p> <ul style="list-style-type: none"> • How many providers in each local authority have successfully registered under the new regime. • How many new providers have entered the market • How many providers have exited the market • The reasons for market exit • How this has impacted placement practice locally / regionally |
| GDPR considerations | |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the GDPR Legislation, the Customer is the Controller, and the Contractor is the Processor. |
| Duration of the processing | February 2023 to April 2024 |
| Subject matter of the processing | The processing of personal data is required to ensure that the Processor can effectively deliver elements of the project. |
| Nature and purposes of the processing | The processor will be required to collect, record, use and store information for the purpose of evaluating and understand the existing provider market structure. This information will be used to ensure the support delivered through the project can be targeted to the required audience. |
| Type of Personal Data being Processed | Personal data may include names of providers, address, telephone number, details of organizational structure and other commercial information. |
| Categories of Data Subject | Providers of settings which will fall in scope of the new national standards. |

Plan for return and destruction of the data once the processing is complete

The departmental data provided, and that collected by the processor will be retained for the duration of the contract. After completion of the contract all personal data held by the processor will be destroyed.

Exit strategy for end of contract

The Department must ensure that public money is protected and value for money is achieved. To meet this requirement, the supplier will be expected to work closely with the department throughout the lifetime of the contract to ensure that a robust exit plan is in place.

The Department will provide the supplier with an exit plan whereby the supplier will be required to complete in full and return to the Department for Education within the first 3 months of contract signature.

| 2023 | | | | | | | | | | | 2024 | | | |
|--------------------------|-----|------------------------------|---------------------------------------|-----|-----|-----|-----|-----------------------------------|-----|-----|------|-----|-----|-----|
| Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr |
| Launch website/ comms | | Registration window opens | | | | | | Registration becomes mandatory | | | | | | |
| | | | Provider preparedness / support phase | | | | | | | | | | | |
| | | | 6 Month Implementation Window | | | | | | | | | | | |

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule;
- 1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and

1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

2. The pricing mechanisms

2.1 The pricing mechanisms and prices set out in Annex 1 and 2 shall be available for use in calculation of Charges in the Contract.

3. Are costs and expenses included in the Charges

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in the Award Form the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

- 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
- 3.1.2 costs incurred prior to the commencement of the Contract.

4. When the Supplier can ask to change the Charges

4.1 The Charges will be fixed for the first **18 months** following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").

4.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

4.3 Any notice requesting an increase shall include:

- 4.3.1 a list of the Charges to be reviewed;
- 4.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:

- a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - b) details of the movement in the different identified cost components of the relevant Charge;
 - c) reasons for the movement in the different identified cost components of the relevant Charge;
 - d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - e) evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Start Date.
- 4.4 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.
- 4.5 Any Approval granted by the Buyer pursuant to Paragraph 4.4 shall be on the condition that the change to the Charges will not result in the Supplier Profit Margin exceeding the Maximum Permitted Profit Margin.
- 4.6 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 2 shall be updated accordingly.

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

- 5.1 The Charges can also be varied (and Annex 2 will be updated accordingly) due to:
- 5.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
 - 5.1.2 a request from the Supplier, which it can make at any time, to decrease the Charges;
 - 5.1.3 indexation, where Annex 2 states that a particular Charge or any component is "subject to Indexation" in which event Paragraph 6 below shall apply; and
 - 5.1.4 verification of the Allowable Assumptions in accordance with Paragraph **Error! Reference source not found..**

6. When the Charges are linked to inflation

- 6.1 Where any amounts are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

6.2 Charges shall not be indexed during the first 18 months following the Start Date.

6.3 Where Annex 2 states a Charge is subject to Indexation then it will be indexed on the date which is 18 months years after the Start Date to reflect the percentage change in the CPI since the Start Date. They shall be indexed on each following yearly anniversary to reflect the percentage change in the CPI since the previous change.

6.4 Where the CPI Index:

6.4.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise;

6.4.2 is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.]

7. When you will be reimbursed for travel and subsistence

7.1 Expenses shall only be recoverable where:

7.1.1 the Time and Materials pricing mechanism is used; and

7.1.2 the Award Form states that recovery is permitted; and

7.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

7.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

Annex 1: Milestone Payments

1 DEFINITIONS

1.1 In this Schedule, the following terms shall have the meanings set out below:

| | |
|--------------------------------|---|
| “Milestone Certificate” | means the written confirmation issued by the Authority to the Contractor on the Authority’s satisfaction that a Delivery Milestone has been achieved; |
| “Milestone Date” | means the date the Contractor must submit relevant Management Information to the Authority as evidence in claims for payment, in |

“Milestone Payment” accordance with the Annex 2 (Pricing Schedule) of this Schedule and Schedule 16 (Records Provision and Management Information); means payment by the Authority to the Contractor for activity relating to the relevant milestone;

2 APPLICABLE PRICING METHODOLOGY

2.1 General

2.1.1 The Authority shall pay the Contractor the Charges in accordance with Annex 1 and as set out in Annex 2 (Rates and Prices) for the delivery of the Services, based on costs as agreed in line with the submitted Pricing Schedule, subject to satisfying the Authority’s payment conditions for the delivery of Service milestones. These include satisfactorily meeting the Key Performance Indicators (“KPIs”), Service Levels and Performance Management and the submission of the required Management Information.

2.2 Charges

2.2.1 Subject to the terms of the Contract, the Authority shall commit to pay the Contractor 40% of each monthly invoice as a monthly service fee.

2.2.2 The remainder of the Charges will be payable each month upon completion of each Delivery Milestone and the Contractor shall provide evidence to prove the Delivery Milestone has been achieved and the details of the costs incurred.

2.2.3 The Contractor shall submit invoices within 20 Working Days following the month in respect to which Services to which the invoice relates, were delivered. The Contractor must provide supporting evidence that the Delivery Milestones have been completed by the requisite Milestone Date set out in Table 1 below, through either a Management Information return, submission of materials produced or submission of the updated tab in the Pricing Schedule, with actual costs incurred. Where the Authority is satisfied that a Delivery Milestone has been met it will issue the Contractor with a Milestone Certificate and release the relevant payment.

2.2.4 Where the Delivery Milestones have not been completed as required, the Authority and the Contractor shall agree the sum of the remaining 60% to be paid.

Table 1 – Milestones

| Milestone Date | Description |
|-----------------------|--------------------|
|-----------------------|--------------------|

| | |
|---|--|
| Before end of Feb 2023 | Agree final delivery plan with DfE |
| Before end of Feb 2023 | Agree communications plan |
| Before end of Feb 2023 | Development of stakeholder engagement strategy and plan |
| February / March 2023 (Within 4 weeks of contract start date) | Establish website facilities on national standards, Ofsted registration and inspection framework. |
| February / March 2023 (Within 4 weeks of contract start date) | Initial communication to a cross section of providers and other key stakeholders (inviting them to early engagement sessions?) |
| February / March 2023 (Within 4 weeks of contract start date) | Engage in early discussions with local authorities / commissioning hubs to gather intel on gaps and opportunities for further communication. |
| February / March 2023 (Within 4 weeks of contract start date) | Recruitment of project steering group members |
| April 2023 (onwards) | Develop resources and draft workshop content for local authority, commissioner, and providers readiness sessions. |
| 1st May 2023 | GATEWAY 1- REVIEW OF SECTOR INTEL AND FINALISE REQUIREMENTS FOR MAY – AUGUST 2023 |
| May – October | Delivery of support to LA commissioners (inc. regional events and draw-down training) |
| May – October | Delivery of thematic roundtables across 9 regions for providers |
| 1st August 2023 | GATEWAY 2- EVALUATE EARLY PREPAREDNESS AND FINALISE REQUIREMENTS FOR AUGUST – OCTOBER 2023 |
| May – October | Delivery of regional face-to-face providers communities of practice |

| | |
|------------------------------------|---|
| May – October | Delivery of training sessions for Providers |
| 1st October 2023 | GATEWAY 3- EVALUATE MARKET RESPONSE TO REGULATION AHEAD OF IMPLEMENTATION WINDOW CLOSING |
| October- January | Provision of ongoing support for new providers |
| October- January | Development of materials and process for new providers |
| October- January | Development of materials and process to aid preparedness for inspection regime |
| 1st January 2024 | GATEWAY 4- EVALUATE PROJECT EFFECTIVENESS AND FINALISE REQUIREMENTS FOR FINAL SEGMENT OF SAPP |
| January- April | Delivery of final preparedness activities |
| January- April | Delivery of final communications to market, including sign posting to resources available after SAPP project has closed |
| January- April | Prepare and publish survey to stakeholders to evaluate effectiveness of project. |
| April 2024 | GATEWAY 5- FINAL REVIEW, EXIT PLANNING, HANDOVER AND EVALUATION |
| Post contract | Agree and execute exit planning arrangements, including transfer of IPR as required. |
| TOTAL VALUE | £751,330 (net) |

Annex 2: Rates and Prices

<Redacted under section 43 of the Freedom of Information Act>

Schedule 4 (Tender)

TECHNICAL RESPONSE FORM FOR SECTOR AWARENESS AND PREPAREDNESS PROJECT TO AID THE IMPLEMENTATION OF NATIONAL STANDARDS AND OFSTED REGULATION FOR PROVIDERS OFFERING SUPPORTED ACCOMMODATION FOR LOOKED AFTER CHILDREN AND CARE LEAVERS AGED 16 & 17

| | |
|--|---------------------------|
| Question 1: Delivery plan for the project (part 1) | Question Weighting |
| Using a maximum of 1500 words, how do you plan to successfully deliver the sector awareness and preparedness project to aid the implementation of national standards and Ofsted regulation for providers offering supported accommodation for looked after children and care leavers aged 16 & 17? | 10% |
| <p><u>Background reading</u></p> <ul style="list-style-type: none">• The specification of the project which outlines the phases that will make up the project and the requirements, objectives and aims of each phase.• Our recent consultation response and press release <p><u>Response</u></p> <p>The prospective supplier's response should cover the below criteria and include supporting evidence and rationale. To achieve a score of 3 or higher on this question you must outline each of the bullet points listed below:</p> <ul style="list-style-type: none">• How will they engage with local authorities to ensure adequate market intelligence is gathered which identifies and informs a clear starting point and initial action plan.• How will they engage with key stakeholders and ensure the successful delivery of the contract, as per the various elements listed under requirements in the specification of the project?• How will they put systems in place to monitor the success of the contract, and manage and overcome gaps in knowledge?• How will they use any existing / background knowledge of the children's social care sector to ensure all elements of the project are delivered in a way which reflects a clear understanding of the needs of key stakeholders and identifies where action will deliver the greatest benefits?• How will you produce effective and comprehensive plans to support providers throughout the project and, where additional support is required, have processes in place for tailoring and flexing the approach and content of delivery? | |

□ If the Prospective supplier uses subcontractors to deliver elements of the project, how will they manage this and what quality assurances do they have in place?

(The Authority reserves the right to approach stakeholders/subcontractors named in successful tenderer's bid to confirm relationship arrangements)

Please enter your answer here

<Redacted under section 43 of the Freedom of Information Act>

| | |
|---|---|
| <p>Question 2: Delivery plan for the project (part 2)</p> <p>How do you plan to successfully deliver the sector awareness and preparedness project to aid the implementation of national standards and Ofsted regulation for providers offering supported accommodation for looked after children and care leavers aged 16 & 17?</p> | <p>Question Weighting</p> <p>10%</p> |
| <p><u>Background reading</u></p> <ul style="list-style-type: none"> The specification of the project which outlines the phases that will make up the project and the requirements, objectives and aims of each phase. Our recent consultation response and press release <p><u>Response</u></p> <p>The prospective supplier should submit a clear and comprehensive plan for delivering the project, including a clear project timeline plan which highlights key timescales, milestones, risks, issues and mitigations and clearly sets out the scope of the services they plan to deliver and how these relate to the requirements of the contract set out in the specification.</p> <p>The prospective supplier's response should cover the below criteria and include supporting evidence and rationale. To achieve a score of 3 or higher on this question you must supply the relevant information requested in each of the bullet points listed below:</p> <ul style="list-style-type: none"> An itemised timeline / GANTT chart which breaks down the suppliers plan for delivering the full project. Complete the attached risk register template (Document 4a) which sets out key risks, issues and mitigations linked to the delivery of the project. <p>The prospective supplier needs to therefore demonstrate their readiness to deliver the project immediately when the contract starts, including having the relevant resources (such as the website) operational.</p> | |
| <p>Please enter the names of the supporting documents</p> <ul style="list-style-type: none"> Document 4 - Q2 SAPP Project Plan <p><Redacted under section 43 of the Freedom of Information Act></p> <ul style="list-style-type: none"> Document 4a - Risk Register <p><Redacted under section 43 of the Freedom of Information Act></p> | |

| | |
|---|---------------------------|
| Question 3: Engaging, understanding and effectively communicating with the sector | Question Weighting |
| Using a maximum of 1500 words, how will you work to understand the diverse needs of the sector, encourage the provider market to engage in the project and, produce a website which clearly communicates the required information? | 20% |
| <p><u>Background reading</u></p> <ul style="list-style-type: none"> The specification of the project which outlines the phases that will make up the project and the requirements, objectives and aims of each phase. <ul style="list-style-type: none"> □ Our recent consultation response and press release <p><u>Response</u></p> <p>The prospective supplier's response should cover the below criteria and include supporting evidence and rationale. In order to achieve a scoring of 3 or higher on this question you must outline each of the bullet points listed below:</p> <ul style="list-style-type: none"> How will you effectively engage with at least 80% of local authority commissioners to complete the initial sector intelligence work phase? How will you accurately identify the needs of providers and other key stakeholders, and use this information to deliver a project that will support positive outcomes and achieve the aims of this project? How will you undertake initial assessments of the provider market which provide sufficient information to effectively map out and understand the differing categories and needs of providers? How will you also engage with other key stakeholders including local authorities and commissioning hubs? Promote the project to all relevant stakeholders including providers, local authorities, and regional commissioning hubs. What processes and controls do you have in place to ensure the project reaches all key stakeholders in the sector? <p>The prospective supplier should show how they will work collaboratively to ensure a joinedup approach to understanding and engaging with the sector. The prospective supplier will also be able to show how they will promote the project and communicate with all stakeholders, especially those who are identified as requiring additional support to prepare for the new regime.</p> | |
| <p>Please enter your answer here</p> <p><Redacted under section 43 of the Freedom of Information Act></p> | |

| | |
|---|---------------------------|
| Question 4 Providing practical support and tools to ensure successful implementation of the new regime. Using a maximum of 1500 words, how will you produce and deliver the tools and resources required to support key stakeholders to practically implement the requirements under the new regime? | Question Weighting |
| | 20% |

Background reading

- The specification of the project which outlines the phases that will make up the project and the requirements, objectives and aims of each phase.
- Our recent [consultation response](#) and [press release](#)

Response

The prospective supplier's response should cover the below criteria and include supporting evidence and rationale. To achieve a score of 3 or higher on this question you must outline each of the bullet points listed below:

- Produce and deliver a programme of support which is offered to all local authorities, commissioning hubs and all identified providers of provision, and is structured and delivered in a way which reflects a clear understanding of:
 - The main priorities and development needs of providers
 - The difference in needs of commissioners vs those of providers and;
 - Where specific action will deliver the greatest benefits.
- Consider current provider market skills and needs, and how these may differ amongst individual providers.
- Build strong links with the sector and develop a track record of engaging with a variety of stakeholder groups to ensure effective delivery of the project.
- Ensure that support, tools and resources complement, add value and provide an appropriate mix of targeted and bespoke support.
- Ensure that the different types of stakeholders (namely those offering this provision and those commissioning it) are supported so that, by end of project, they are in a strong position to understand the new regime and operate within it successfully.
- Update and expand their existing website to host the online resources required for the successful delivery of this project
- Undergo on-going evaluation of support to ensure continuing relevance and emerging lessons are recorded to support DfE's wider work to assess how the regulatory changes are bedding in.

The prospective supplier should be able to show a clear understanding of how to engage and provide practical support to providers, ensuring that the various elements of the preparedness phase are delivered in a cohesive way, enabling

providers to access practical support which enables them to develop a good understanding of the requirements under the new regime.

The prospective supplier should evidence a good understanding of how they will focus the resources and tools produced to ensure their suitability in providing targeted practical support.

Please enter your answer here

<Redacted under section 43 of the Freedom of Information Act>

Social Value: Commitment to employment and training opportunities for those who face barriers to employment.

Question Weighting

Using a maximum of 1000 words, describe the commitment your organisation will make to create employment and training opportunities for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.

10%

Background reading

- [The Social Value Act: information and resources.](#)
- Activities that demonstrate and describe the tenderer's existing or planned may include:
 - Understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.
 - Implementation of recruitment practices and employment conditions, such as the five foundational principles of quality work set out in the Good Work Plan (e.g. fair pay, participation and progression, voice and autonomy), in relation to the contract that will attract good candidates from all backgrounds, minimise turnover of staff and improve productivity.
 - Creation of employment opportunities particularly for those who face barriers to employment, such as prison leavers, and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
 - Promotion of awareness of careers and recruitment opportunities relating to known skills shortages or in high growth sectors relating to the subject matter of the contract.

- Support for the contract workforce by providing career advice, and providing opportunities for staff working on the contract with in-work progression career development into known skills shortages or high growth areas. Illustrative examples: mentoring; mock interviews; CV advice and careers guidance; learning and development; volunteering; influencing staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors.
- Offer of opportunities for work experience or similar activities under the contract. Illustrative examples: work placements, preemployment courses, paid/unpaid student placements, or paid internships of 6 weeks or more.
- Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- Delivery of training schemes and programmes to address any identified skills gaps and under-representation in the workforce for the contract (e.g. prison leavers, disabled people).
- Other activities to support relevant sector related skills growth and sustainability such as delivering the following, in relation to the contract. Illustrative examples: careers talks, curriculum support, literacy support and safety talks.
- Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to the contract.
- Measures to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on the contract, and promote them so as to be fully accessible.

Response

The prospective supplier's response should cover the below criteria and include supporting evidence and rationale. In order to achieve a scoring of 3 or higher on this question you must outline each of the bullet points listed below:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics

- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

- how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

Your response must also outline how you will meet the following KPIs:

- Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region.
- Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region.
- Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region.
- Number of people-hours of learning interventions delivered under the contract, by UK region.

Please enter your answer here

<Redacted under section 43 of the Freedom of Information Act>

Delivery plan attached named as: – Document 4 - Social Value Delivery Plan – SAPP

<Redacted under section 43 of the Freedom of Information Act>

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:

| No. | Date | Item(s) | Duration of Confidentiality |
|------------|-------------|--------------------------------------|------------------------------------|
| 1 | 17/02/2023 | Document 4 - Technical Response Form | Indefinitely |
| 2 | 17/02/2023 | Document 4 - SAPP Project Plan | Indefinitely |
| 3 | 17/02/2023 | Document 4 - SV Delivery Plan | Indefinitely |
| 4 | 17/02/2023 | Document 4a - Risk Register | Indefinitely |
| 5 | 17/02/2023 | Document 4b - Pricing Schedule | Indefinitely |

Schedule 10 Key Performance Indicators (KPIs)

1. Definitions

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

"Critical KPI 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;

"KPI Failure" means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"KPI Performance Measure" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"KPI Threshold" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Key Performance Indicators

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each KPI.

2.2 The Supplier acknowledges that any KPI 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 KPI Performance Measure.

2.3 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.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the KPI Failure:

a) exceeds the relevant KPI 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
- 2.4.3 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).
- 2.5 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 KPI 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:
 - 2.5.1 the total number of KPIs for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 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
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical KPI Failure

On the occurrence of a Critical KPI Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 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 KPI 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: KPIs and Service Credits

1. Key Performance Indicators (KPIs)

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any KPI Performance Measure; or 1.2 is likely to cause or causes a Critical Service 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 KPI Failure or Critical KPI Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for material Default).

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: KPIs and Service Credits Table

| Key Performance Indicators | | | | |
|----------------------------|---------------------|-------------------|-------------------|--|
| KPI Criterion | Performance Measure | Monitoring Method | Monitoring Period | Performance Objective/ Service Credit applied |

| | | | | |
|---|--|---|----------------------------|-----------------------|
| Provider preparedness – Sector Intelligence | <p>Sector intelligence to be completed within the first two (2) months of the contract. This should be addressed directly with LA Commissioners and include gathering the;</p> <ul style="list-style-type: none"> • Number and category of providers currently active in each LA • Number of providers considering registering under the new regulatory framework • Issues and barriers facing providers wanting to register | Performance Monitoring Report at monthly Performance Review Meeting | Throughout Contract Period | Performance Objective |
| Provider preparedness – Local Authority Support | <p>A minimum of 50% (approx. 70) Local Authorities are actively engaged in the provider preparedness element of the project.</p> <p>Local authorities are supported, and knowledge of the new regime is reinforced so that, by end of project they are in a strong position to confidently understand the requirements on providers of the new regime and can make suitable placement decisions which take account of the purpose and limitations of these settings.</p> | <p>Performance Monitoring Report at monthly Performance Review Meeting</p> <p>Satisfaction surveys with a cross section of stakeholder as required- metrics to be agreed.</p> | Throughout Contract Period | Performance Objective |

Key Performance Indicators

| Key Performance Indicators | | | | |
|----------------------------|---------------------|-------------------|-------------------|--|
| KPI Criterion | Performance Measure | Monitoring Method | Monitoring Period | Performance Objective/ Service Credit applied |

| Provider preparedness – Provider Market Support | Support, information and good practice tools/resources are targeted and delivered based on sector intelligence gathered from conversations with LA commissioners. Performance measures for this including the % of providers engaged through this phase will be agreed during the first six months of the contract. | Performance Monitoring Report at monthly Performance Review Meeting | Throughout Contract Period | Performance Objective |
|---|--|---|----------------------------|-----------------------|
| | <p>Provider workshops should be completed before October 2023.</p> <p>These should comprise of a minimum of one face-to-face workshop per region listed below, alongside a number of virtual workshops as per sector requirements:</p> <ul style="list-style-type: none"> • East Midlands • East of England • London • North West • North East • South East • South West • West Midlands • Yorkshire and the Humber <p>These workshops should include; clear information on the new regime and the future changes, case studies, examples of issues and practical</p> | | | |

Key Performance Indicators

| KPI Criterion | Performance Measure | Monitoring Method | Monitoring Period | Performance Objective/ Service Credit applied |
|----------------------------------|--|---|--|--|
| | <p>solutions and provide a forum for discussion amongst providers in relation to the new regulations.</p> <p>The program of support is structured in a way which reflects a clear understanding of the main priorities and development needs identified through the sector intelligence phase. Practical support should then be delivered in a way which meets the needs of the sector and provides the greatest benefit.</p> <p>Measures for this KPI will be discussed and applied during the first 3 months of the contract once the sector intelligence phase has been completed.</p> | | | |
| Website / digital communications | <p>The website content is launched and communicated to the stakeholders within the first 4 weeks of the contract start date.</p> <p>All information produced and hosted on the website is correct, high quality and accessible to all key stakeholders.</p> | Performance Monitoring Report at monthly Performance Review Meeting | <p>Website Launch: February 2023 – March 2023</p> <p>Website & Comms: Throughout Contract Period</p> | Performance Objective |
| Social value | <p>See: National Children's Bureau - Social Value Delivery Plan</p> <p><Redacted under section 43 of the Freedom of Information Act></p> | See: National Children's Bureau - Social Value Delivery Plan | Throughout Contract Period | Performance Objective |

| Key Performance Indicators | | | | |
|----------------------------|---|---|----------------------------|--|
| KPI Criterion | Performance Measure | Monitoring Method | Monitoring Period | Performance Objective/ Service Credit applied |
| Ongoing Evaluation | <p>Throughout the project on-going evaluation of the support provided is undertaken to ensure continuing relevance and learning for the sector.</p> <p>Feedback via surveys and other means is collected at quarterly intervals by the supplier on the effectiveness of the support provided to the sector. Where knowledge gaps are identified, the supplier should work to address these through the action plan.</p> <p>The final evaluation will rereview the sector by completing further surveys with local authority commissioners to understand:</p> <ul style="list-style-type: none"> • How many providers in each local authority have successfully registered under the new regime. • How many new providers have entered the market • How many providers have exited the market • The reasons for market exit • How this has impacted placement practice locally / regionally | Performance Monitoring Report at monthly and quarterly Performance Review Meeting | Throughout Contract Period | Performance Objective |

The Service Credits shall be calculated on the basis of the following formula:

N/A

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs 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 **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant KPI Period just ended:
 - 1.2.1 for each KPI, the actual performance achieved over the KPI for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve KPIs that occurred during that Service Period;
 - 1.2.3 details of any Critical KPI 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.

[Subject to Contract]

Schedule 10 (Service Levels)

Crown Copyright 2022

- 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

- 2.1 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 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 the Contract)

| Contract Details | | |
|--|---|--------------------------|
| This variation is between: | [Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier") | |
| Contract name: | [insert name of contract to be changed] ("the 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: • [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 the 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 the Contract.

Tier Contract

Schedule 21 (Variation Form)

Crown Copyright 2022

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 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 the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

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 until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be 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 Buyer shall be indemnified in respect of claims made against the Buyer 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 Buyer 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 Buyer, 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 Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer 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 Buyer (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 the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of

[Subject to Contract]

Schedule 22 (Insurance Requirements)

Crown Copyright 2022

£120,000 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 Buyer) 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 Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE 1 Insured

1.1 The Supplier

2 Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and

(b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3 Limit of indemnity

3.1 Not less than **£3,000,000** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but **£5,000,000** in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4 Territorial limits

United Kingdom

5 Period of insurance

5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6 Cover features and extensions

6.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

[Subject to Contract]

Schedule 22 (Insurance Requirements)

Crown Copyright 2022

- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.
- 8 Maximum deductible threshold**
- 8.1 Not to exceed £751,330 for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

PART C: ADDITIONAL INSURANCES

N/A

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 B 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 the 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 Subcontractors 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 the Contract until the termination or expiry of the Contract.

3. Credit Ratings

- 3.1 The Supplier warrants and represents to the Buyer that as at the Start 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 Start 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 less than once a year within one hundred and twenty (120) days after the accounting reference date

5.2 Subject to the calculation methodology set out at **Error! Reference source not found.** 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 Start 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.

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 5.1 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 N/A

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 the Contract and delivery of the Deliverables in accordance the 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 the Contract and delivery of the Deliverables in accordance with the 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 the Contract and delivery of the Deliverables in accordance with the 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.

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 7, 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 6.4.2c).

ANNEX

1: RATING AGENCIES AND CREDIT REFERENCE AGENCIES

Part A: Rating Agencies

Rating Agency: Graydon Insights

Part B: Credit Reference Agencies

Credit Reference Agency: Graydon Insights

ANNEX

2: CREDIT RATINGS, CREDIT SCORES AND FINANCIAL INDICATORS

Part A: Credit Rating

N/A

Part B: Credit Score

N/A

Part C: Financial Indicators

| Financial Indicator | Calculation ¹ | Financial Target Threshold: | Monitoring and Reporting Frequency |
|---------------------------|---|-----------------------------|---|
| 1 Operating Margin | Operating Margin = Operating Profit / Revenue | > 5% | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date |
| 2 Turnover | Turnover / Annual Contract Value | >1.5 | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date |
| 3 Acid Ratio | Acid Ratio = (Current Assets – Inventories) / Current Liabilities | >0.8 | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date |

[Subject to Contract]

Schedule 24 (Financial Difficulties)

Crown Copyright 2022

ANNEX

Key: ¹ – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

3 – ADDITIONAL FDE GROUP MEMBERS AND MONITORED SUPPLIERS

N/A

Schedule 25 (Rectification Plan)

| Request for [Revised] Rectification Plan | | |
|--|---|------------------|
| Details of the Notifiable Default: | <i>[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]</i> | |
| 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 | Timescale |

[Subject to Contract]

| | | |
|---|----|--------|
| Steps taken to prevent recurrence of Notifiable Default | 1. | [date] |
| | 2. | [date] |
| | 3. | [date] |
| | 4. | [date] |

Mid-Tier Contract – Version 1.1

Schedule 25 (Rectification Plan)

Crown Copyright 2022

| | | | |
|---|--|--------|--|
| | [...] | [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: | |

[Subject to Contract]

Mid-Tier Contract – Version 1.1

Schedule 26 (Sustainability)

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:
- (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;]
- “Waste Hierarchy”** means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:
- (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 the 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:

1.1.2.1. equality of opportunity; and

1.1.2.2. 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

2.1. 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 the 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; and

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. 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 the Contract, the Supplier shall, where applicable to the 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 the 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:

[Subject to Contract]

Schedule 26 (Sustainability)

Crown Copyright 2022

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.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] 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 the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

Part C

N/A

Schedule 29 (Key Supplier Staff)

- 1.1 The Annex 1 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 maternity 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 he or she has replaced.

[Subject to Contract]

Schedule 29 (Key Supplier Staff)

Crown Copyright 2022

- 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 | Contract Details |
|--------------------------------|--|--------------------|
| Programme Oversight | <Redacted under section 40 of the FOI Act> | FT permanent staff |
| Project Management Lead | <Redacted under section 40 of the FOI Act> | FT permanent staff |
| Programme Delivery Lead | <Redacted under section 40 of the FOI Act> | FT permanent staff |
| Stakeholder Engagement Manager | <Redacted under section 40 of the FOI Act> | FT permanent staff |
| Communications Officers | <Redacted under section 40 of the FOI Act> | FT permanent staff |
| Project Assistant | <Redacted under section 40 of the FOI Act> | PT permanent staff |
| Head of Research and Impact | <Redacted under section 40 of the FOI Act> | FT permanent staff |
| Evaluation Manager | <Redacted under section 40 of the FOI Act> | FT permanent staff |
| Evaluation Officer | <Redacted under section 40 of the FOI Act> | FT permanent staff |

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 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 in connection with the Deliverables but which are also used by the Supplier 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; |
| "Termination Assistance Period" | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| "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;

"Virtual Library"

the data repository hosted by the Supplier containing the accurate information about the 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 30 days from the Start 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 30 days from the Start 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 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 Where Schedule 7 (Staff Transfer) applies to this Contract, 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 SubContracts 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 Start 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 **Error! Reference source not found.** 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.
- 7.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

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 NonExclusive 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

9.1 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

10.1 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:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 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

10.1.3 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

- 1.1 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 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 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 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, 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

[Subject to Contract]

Schedule 30 (Exit Management)

Crown Copyright 2022

- 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.

[Subject to Contract]

Schedule 36 (Intellectual Property Rights) Crown

Copyright 2022

Schedule 36 (Intellectual Property Rights)

1. Intellectual Property Rights

1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.

1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.3. Licences granted by the Supplier: Supplier Existing IPR

1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.

1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:

1.3.2.1. or any End User to use and receive the Deliverables; or

1.3.2.2. to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,

for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

1.4. Licences granted by the Buyer and New IPR

1.4.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.

1.4.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a

transfer assigning them in writing to the other Party on request and at its own cost.

- 1.4.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

1.5. Open Licence Publication

- 1.5.1. Subject to Paragraph 1.5.4, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.
- 1.5.2. Subject to Paragraph 1.5.4, the Supplier hereby warrants that the New IPR Items are suitable for release under Open Licence.
- 1.5.3. The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").
- 1.5.4. The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph 1.5.3 request in writing that the Buyer excludes all or part of:
- 1.5.4.1. the New IPR; or
- 1.5.4.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 1.5.3

from Open Licence publication.

- 1.5.5. Any decision to Approve any such request from the Supplier pursuant to Paragraph 1.5.4 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 1.5.6. Subject to Clause **Error! Reference source not found.** of the Core Terms, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

1.6. Third Party IPR

1.6.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.6.3. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.6.3 in respect of any Third Party IPR the Supplier shall:

1.6.1.1. notify the Buyer in writing; and

1.6.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.

1.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

1.6.3. The Third Party IPR Licence granted to the Buyer shall be a nonexclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

1.7. Termination of licences

1.7.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3 and the Third Party IPR Licence granted pursuant to Paragraph 1.6 shall survive the Expiry Date and termination of this Contract.

1.7.2. 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 to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR

Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

1.7.3. Any licence granted to the Supplier pursuant to Paragraph 1.4 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:

1.7.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);

1.7.3.2. 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

1.7.3.3. 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 or Buyer Data.

ANNEX 1: NEW IPR

| Name of New IPR | Details |
|--------------------------|--------------------------|
| SA&PP e-learning | SCORM |
| SA&PP Training Materials | Powerpoint presentations |

[Subject to Contract]

Schedule 36 (Intellectual Property Rights) Crown

Copyright 2022

| | |
|-----------------|--|
| SA&PP resources | Provider readiness tool – Readiness tools are existing NCB IPR only the one related to this programme would transfer to buyer |
| SA&PP microsite | Hosted on NCB existing website so IPR that would transfer to Buyer would be copy, images, resources etc in the form of downloads |

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" | 2. What Certification do you need 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: |
| "Cyber Essentials Basic Certificate" | https://www.gov.uk/government/publications/cyber-essentials-scheme-overview the certificate awarded on the basis of selfassessment, 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 sensitive and personal information and other |
| "Cyber Essential Scheme Data" | relevant information as referred to in the Cyber Essentials Scheme 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. |
| "Cyber Essentials Plus Certificate" | |

2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to commencing contracted work the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph 2.1 it shall be prohibited from commencing the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the

1 Schedule 19 (Cyber Essential Scheme)

Crown Copyright 2022

Buyer evidence of renewal of the Cyber Essentials 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 Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contact Period, the Supplier shall deliver to the Buyer 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 Buyer 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.

Schedule 20 (Processing Data)

1. Status of the Controller

1.1 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 2018. A Party may act as:

1.1.1 “Controller” in respect of the other Party who is “Processor”;

1.1.2 “Processor” in respect of the other Party who is “Controller”;

1.1.3 “Joint Controller” with the other Party;

1.1.4 “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.

2. Where one Party is Controller and the other Party its Processor

2.1 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.

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

2.3 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:

2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;

2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;

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

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

2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

2.4.1 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;

- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 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:
- a) nature of the data to be protected;
 - b) harm that might result from a Personal Data Breach;
 - c) state of technological development; and
 - d) cost of implementing any measures;
- 2.4.3 ensure that:
- a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) 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
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's

SCCs (the “**Addendum**”), as published by the Information Commissioner’s Office from time to time, as well as any additional measures determined by the Controller;

- c) the Data Subject has enforceable rights and effective legal remedies;
- d) 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
- e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

2.4.5 where the Personal Data is subject to EU GDPR, 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:

- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission’s decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party 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 nontransferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

2.4.6 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.

Schedule 20 (Processing Data)

Crown Copyright 2022

- 2.5 Subject to Paragraph 2.6 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:
- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6 becomes aware of a Personal Data Breach.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 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 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 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;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 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:
- 2.8.1 the Controller determines that the Processing is not occasional;

Schedule 20 (Processing Data)

Crown Copyright 2022

- 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 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
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Buyer 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).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer 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.

3. Where the Parties are Joint Controllers of Personal Data

- 3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

- 3.2 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data

Protection Legislation in respect of their Processing of such Personal Data as Controller.

- 3.3 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 3.5 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 3.6 The Parties shall only provide Personal Data to each other:
- 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
 - 3.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - 3.6.3 where it has recorded it in Annex 1 (*Processing Personal Data*).
- 3.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 3.8 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 3.9 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- 3.9.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

- 3.9.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
- a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 3.10 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- 3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 3.10.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 3.10.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 3.11 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 3.12 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 3.13 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 3.2 to 3.12 of this Schedule 20.

Annex 1 - Processing Personal Data

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

Schedule 20 (Processing Data)

Crown Copyright 2022

1.1 The contact details of the Buyer's Data Protection Officer are:<redacted under section 40 of the FOI Act>

1.2 The contact details of the Supplier's Data Protection Officer are:
<redacted under section 40 of the FOI Act>

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.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• The scope of personal data will include anything which supports with the registration of providers during the implementation of national standards and Ofsted regulation for supported accommodation for looked after children and care leavers aged 16 & 17. |
| Duration of the Processing | 13 th February 2023 – 31 st March 2024 |
| Nature and purposes of the Processing | <p>The nature of the Processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose is to support in raising sector awareness and increasing provider preparedness for the implementation of national</p> |

Schedule 20 (Processing Data)

Crown Copyright 2022

| | |
|--|---|
| | standards and Ofsted regulation for providers offering supported accommodation for looked after children and care leavers aged 16 & 17. |
| Type of Personal Data | This includes however is not limited to: name, email address, job title, organisation and relevant qualifications |
| Categories of Data Subject | This includes however is not limited to: Professionals within the sector, including LA's and providers |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data | Data will be retained for the duration of the contract. Upon contract expiry data will be securely transferred to the Controller and securely destroyed by the Processor. |
| Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract | The supplier/processor shall process personal data within the UK, excepting that processed through EU hosted software including Microsoft Teams and Exchange. |

Schedule 20 (Processing Data)

Crown Copyright 2022

| | |
|---|---|
| Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as | NCB (The Processor) has CyberEssentials Plus accreditation, renewed annually. We also undertake annual penetration testing and follow-ons as well as annual Microsoft Office365 hardening. The Processor also has in place as standard anti-virus protection and multi-factor authentication. |
| that breach of security relates to data) or a Personal Data Breach | |

Annex 2 – ~~Joint Controller Agreement~~ DOES NOT APPLY

