SCANNING, VALIDATION AND STORAGE SERVICES

SCHEDULE 13

IMPLEMENTATION AND COVID-19

Version: Final 230420

Implementation and COVID-19

1 Objective

1.1 The Parties will co-operate jointly in a fair, collaborative, reasonable and transparent manner to minimise any adverse effects and risks to the Implementation Plan and to minimise any potentially adverse operational and financial repercussions to the Parties due to the COVID-19 outbreak.

1.2 This Schedule 13 provides the means to minimise adverse effects and risks arising from the COVID-19 outbreak to the Parties in relation to the performance of the Agreement.

1.3 The Parties acknowledge that it will be difficult to understand all of the potential adverse impacts of COVID-19 at the Effective Date as the situation is evolving.

2 Activities completed by the Parties prior to the Effective Date

2.1 The Supplier has provided an outline implementation plan which identified the various Supplier work-streams mapped against Key Milestones.

2.2 The Authority has provided an updated draft implementation plan, which identified the various Authority work-streams mapped against the Key Milestones.

2.3 The implementation plans reviewed by the Parties are annexed as Annex C to this Schedule 13. The plans in Annex C are provided for reference only in relation to this Section 2 and shall not bind the Parties.

2.4 The Parties jointly reviewed the above implementation plans and identified:

(a) activities, work-streams and milestones that may foreseeably and reasonably be expected to be adversely affected by the COVID-19 outbreak during the implementation period; and

(b) activities, work-streams and milestones that may not foreseeably be expected to be adversely affected by the COVID-19 outbreak during the implementation period.

2.5 As a result of that review, the Parties agreed a list of currently identified risks arising from COVID-19 at the Effective Date which is annexed as Annex A to this Schedule 13 (the "**C-19 Risk List**").

3 Enhanced Review and Governance

3.1 The Parties will attend a regular meeting to report, discuss and monitor adverse risks and issues arising from the COVID-19 outbreak and to review and update the C-19 Risk List (the "**C-19 Risk Meeting**").

3.2 C-19 Risk Meetings will be:

(a) held, at a minimum, once per week initially, then as and when needed, as agreed by the Parties;

(b) in addition to, and not-substituted by, any other meetings described elsewhere in the Agreement;

(c) utilised by the Parties to raise and monitor items on the C-19 Risk List and review and discuss their adverse effect on activities, work-streams and milestones;

(d) attended by the following representatives from the Supplier (or their nominated representatives):

- the Supplier Representative / Client Director,
- the Implementation / Transition Director,
- the Commercial Manager, and
- other Supplier representatives (or Key Sub-contractor representatives) as deemed necessary by the Supplier to be relevant to the matters to be discussed.

(e) attended by the following representatives from the Authority (or their nominated representatives):

- The Senior Commercial Manager,
- The Senior Supplier Manager,
- The Project/Portfolio Director, and
- Other Authority representatives as deemed necessary by the Authority to be relevant to the matters to be discussed.

3.3 The Parties have agreed a schedule of preliminary dates for the C-19 Risk Meetings current at the Effective Date which is annexed as Annex B to this Schedule 13. Subject to Paragraphs 3.2(a) and 3.2(b), the Parties will agree dates and times for such further meetings in writing, such agreement will not be unreasonably delayed, conditioned or withheld.

3.4 The risks set out in the C-19 Risk List may be amended by the Parties provided that any such amendment has been discussed and agreed at a C-19 Risk Meeting and has been included in the minutes for such meeting. Preparation of minutes for each meeting shall be the responsibility of the Authority. The initial agenda item at the start of each C-19 Risk Meeting shall be the approval of the minutes of the preceding C-19 Risk Meeting; such agreement will not be unreasonably delayed, conditioned or withheld. The Parties acknowledge that the C-19 Risk List is to be a ‘living document’ and therefore the content may be subject to updates, as and when appropriate. Neither Party shall be entitled to

refuse any new risk or any amendment to any existing risk to the extent that such addition or amendment is not unreasonable and arises from the adverse effects of COVID-19.

3.5 In the event that a Party reports that a risk set out in the C-19 Risk List has become an issue (i.e. an adverse situation contemplated by such risk has become manifest), the members of the C-19 Risk Meeting shall forthwith:

(a) acting reasonably, take steps to fully mitigate the adverse effect of the issue where such mitigation results in no material costs, Delays or the need for a Change Request. If this is not possible, then take steps to mitigate the adverse effect of the issue to the extent possible without incurring material costs, delays, Delays or the need for a Change Request, in each case by ensuring that any agreement is not unreasonably delayed, conditioned or withheld;

(b) identify any adverse un-mitigatable effects of the issue (including in relation to costs, delay and Delay implications for the Parties); and

(c) identify any costs that may be incurred by one or both Parties because of the issue.

3.6 The Parties acknowledge that adverse COVID-19 effects could extend beyond the Operational Service Commencement Date and that the risks and issues contemplated by Annex A do not extend beyond Implementation. The Parties therefore agree that, after the Operational Service Commencement Date the risks and issues contemplated under Annex A will be managed in accordance with the normal risk and issues process set out in the Agreement.

4 Management of Risks and Issues

4.1 Any required contract changes identified pursuant to the actions set out in Paragraph 3.4 of this Schedule (a "**C-19 Contract Change**") via a Change Request (each a **"C-19 Change Request"**) shall be managed in accordance with the Contract Change process set out in Schedule 8.2 of the Agreement PROVIDED ALWAYS THAT the consent of the Authority in relation to any C-19 Change Request shall not be unreasonably withheld or delayed.

4.2 This Schedule 13 will cease to apply when both Parties agree in writing that it is appropriate to do so (which may be before, when or after any public COVID-19 restrictions are lifted).

4.3 For the avoidance of doubt, any Change Control Notices arising from the operation of this Schedule 13 will cease in accordance with their own terms.

4.4 Any Dispute arising partially or wholly from the operation of this Schedule 13 (including a failure to agree changes to the C-19 Risk List) shall be handled via the Dispute Resolution Procedure). set out in Schedule 8.3.

Annex A

The 'C-19 Risk List'

[redacted]

Annex B

Schedule of C-19 Risk Meetings

Meeting 1 - Two working days after the Effective date

Meeting 2 - One week after Meeting 1

tbc thereafter (weekly)

Annex C

Updated draft implementation plans

(for reference only in relation to Schedule 13)

HMPO

Draft HMPO 20April2020_SVS Implementation Plan v3 PDF

[redacted]

SSL

Draft SSL Combined SVS Plan v0.1.5

[redacted]