

10th May 2024

Agreement relating to Community Accommodation Service – Tier 3
(“**CAS3**”)

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION	4
2	DUE DILIGENCE	35
3	MOBILISATION	35
4	PROVISION OF SERVICES	35
5	QUALITY ASSURANCE AND PERFORMANCE INDICATORS	36
6	SUPPLIER OBLIGATIONS	37
7	SUPPLIER ASSETS	38
8	CONFLICTS OF INTEREST	40
9	CONTRACT PRICE	40
10	RECOVERY OF SUMS DUE	41
11	GOVERNANCE	42
12	CHANGE CONTROL	42
13	RECORDS AND REPORTING	42
14	AUDIT	42
15	SUPPLIER PERSONNEL	46
16	KEY PERSONNEL	48
17	EMPLOYMENT LIABILITY	49
18	SUB-CONTRACTING	49
19	SUPPLY CHAIN PROTECTION	51
20	STAFF TRANSFER	51
21	BRIBERY AND COMPLIANCE	52
22	SAFEGUARD AGAINST FRAUD	53
24	DISCRIMINATION	53
25	CHANGE IN LAW	54
26	INTELLECTUAL PROPERTY	54
27	LICENCES GRANTED BY SUPPLIER	55
28	LICENCES GRANTED BY THE AUTHORITY	55
29	ASSIGNMENT OF THE DELIVERABLES	56

30	IPR INDEMNITY	56
31	AUTHORITY ASSETS	57
32	PROTECTION OF PERSONAL DATA	58
33	CONFIDENTIALITY	62
34	FREEDOM OF INFORMATION	65
35	TRANSPARENCY	66
36	OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989	66
37	PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES	66
38	WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS	66
39	LIMITATION OF LIABILITY	69
40	CONDUCT OF CLAIMS	71
41	INSURANCE	72
42	CONTRACT PERIOD	72
43	EXTENSION OF CONTRACT PERIOD	72
44	PERFORMANCE FAILURES	72
45	TERMINATION BY THE AUTHORITY	72
46	PAYMENTS ON TERMINATION	73
47	SURVIVAL	75
48	NON-SOLICITATION	75
49	EXIT MANAGEMENT	75
50	BUSINESS CONTINUITY AND DISASTER RECOVERY	75
51	FORCE MAJEURE	76
52	ASSIGNMENT AND NOVATION	76
53	NOTICES	77
54	RELATIONSHIP OF THE PARTIES	78
55	WAIVER	78
56	SEVERABILITY	79
57	REMEDIES CUMULATIVE	79
58	ENTIRE AGREEMENT	79

59	COUNTERPARTS	79
60	THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	79
61	DISPUTE RESOLUTION	79
62	GOVERNING LAW	81

Schedules

1	Service Specification
2	Service Solution
3	Mobilisation
4	Performance
5	Pricing and Payment Mechanism
6	Governance
7	Reports, Records and Management Information
8	Financial Response Template
9	Change Control Procedure
10	Insurances
11	Exit/Handback Provisions
12	Information Security
13	Key Personnel
14	Staff Transfers
15	Approved Sub-contractors
16	Market Stewardship Principles
17	Business Continuity and Disaster Recovery
18	Data Processing
19	Commercially Sensitive Information
20	Statutory Obligations and Corporate Social Responsibility

THIS CONTRACT IS DATED

2024

PARTIES

- (1) **THE SECRETARY OF STATE FOR JUSTICE**, acting on behalf of the Crown, of 102 Petty France, London, SW1H 9AJ (the '**Authority**'); and
- (2) **MEARS LIMITED**, whose registered number is 02519234 and whose registered office is 1390 Montpellier Court, Gloucester Business Park, Brockworth, Gloucester, GL3 4AH (the '**Supplier**')

each a "**Party**" and together the "**Parties**"

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Contract the following words have the following meanings unless otherwise provided or the context otherwise requires:

"Accommodation"	the accommodation provided to Persons on Probation by the Supplier in accordance with this Contract.
"Accommodation Agreement"	the agreement between the Persons on Probation and the Supplier for the provision of Accommodation by way periodic licences excluded from the protection of the Housing Acts 1985 and 1988 and the Protection from Eviction Act 1977, as they grant occupancy rights over accommodation which is not let as a dwelling or a residence but is simply a temporary expedient to the occupier's bail, prisoner, offender or criminal justice licensee status.
"Accommodation Compact"	an agreement signed by a Person on Probation setting out expectations for their behaviour and what they can expect from the Service provided.
"Accommodation List"	a list of all Available Bed Spaces for use by the Authority for the purpose of this Contract.
"Accreditation"	where the Authority has confirmed in writing that the Supplier's provision of the Services meets the standards set out in Schedule 12 (Information Security) and such other standards which may be set out in the Accreditation Plan.]
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event.
"Affiliate"	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 with, that body corporate from time to time.
"Allocated Accommodation"	a bed space that is allocated for use by a Person on Probation.
"Approval", "Approve" and "Approved"	the prior written consent of the Authority.

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Agreement relating to the Supply of Community Accommodation Services – Tier 3

"Approved Premises"	a premises approved by the Secretary of State in accordance with Section 13 of the Offender Management Act 2007.
"Arbitration Notice"	shall have the meaning set out in Clause 61.7.2 (Dispute Resolution).
"Asset Register"	shall have the meaning set out in Clause 7.6 (Supplier Assets).
"Assignee"	shall have the meaning set out in Clause 52.2 (Assignment and Novation).
"Assurance"	measures of confidence that the security features, practices, procedures and architecture of an information system accurately mediates the security policy.
"Auditors"	<ul style="list-style-type: none"> (a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the National Audit Office; (d) the Audit Commission; (e) HM Treasury (f) the Cabinet Office; (g) any party formally appointed by the Authority to carry out audit or similar review functions; and (h) any successors or assigns of any of the above.
"Authority Background IPR"	<ul style="list-style-type: none"> (a) Intellectual Property Rights owned or licensed by the Authority before the Commencement Date; and/or (b) Intellectual Property Rights created, acquired or licensed by the Authority independently of this Contract.
"Authority Data"	<ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any written, electronic, magnetic, optical or tangible media, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Authority; and/or

- (ii) the Supplier is required to process, store or transmit pursuant to this Contract.

"Authority Materials"

- (a) the Authority Data and Authority Personal Data;
- (b) any other assets, rights, materials, documentation, information, programs, codes, hardware, software, telecoms devices and equipment which the Authority owns or has the right to use; and
- (c) any Intellectual Property Rights vesting in any of the items set out in sub-paragraphs (a) and/or (b) above,

but excluding Supplier Assets and Supplier Background IPR.

"Authority Premises"

premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them).

"Authority System(s)"

the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Contract which is owned by the Authority or licensed by it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

"Authority Personal Data"

means any Personal Data for which the Authority is the Data Controller and the Supplier processes in the performance of its obligations under this Contract.

"Authority Personnel"

all directors, officers, employees, agents, consultants and contractors of the Authority and/or of any sub-contractor engaged in the performance of the Authority's obligations under this Contract.

"Authority Representatives for the Probation Region"

Authority Personnel for the Probation Region.

"Available Accommodation"

a Bed Space that is available for allocation to a Person on Probation.

"Available Bed Space"

a Bed Space which is either:

- (a) actually available within the Accommodation for use by a Person on Probation; or
- (b) not available for use by a Person on Probation and either:

	<ul style="list-style-type: none"> (i) has not been available for less than twenty-four (24) hours following the start of the first Working Day following the Bed Space becoming unavailable; or (ii) which is subject to repair that has an approved written plan in accordance with Paragraph C20 of Schedule 1 (Specification)
	(c) not available for use by a Person on Probation for use by a Force Majeure Event.
"Average Available Bed Spaces"	the average number of Available Bed Spaces per day in each Month calculated by the Supplier as the sum of the total number of Available Bed Spaces on every day in that Month divided by the number of days in that Month.
"Average Nightly Price per Bed Space"	is the nightly price the Authority will pay over the term of the contract for the Available Bed Spaces within each of the sub regions as set out in Schedule 5 (Pricing and Payment Mechanisms).
"AWE Index"	the index with this name published by the Office for National Statistics or any successor ministry or department.
"BCDR Plan"	shall have the meaning set out in Paragraph 2.1 of Schedule 17 (Business Continuity and Disaster Recovery).
"Bed Space(s)"	the bed space or bed spaces which the Supplier is obliged to provide to the Persons on Probation within the Accommodation in accordance with the terms of this Contract including the Specification.
"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Services, Supplier Premises, Accommodation, Supplier systems, the systems used by the Authority, and/or any other premises or assets used in connection with this Contract; (b) the loss, corruption and/or unauthorised disclosure and/or use of any information or data (including Confidential Information, Authority Materials and/or Deliverables), including any copies of such information or data used in connection with this Contract; and/or (c) any other incident as may be set out in Schedule 12 (Business Continuity and Disaster Recovery).

"Business Continuity Plan"	shall have the meaning set out in Paragraph 2.2.2 of Schedule 17 (Business Continuity and Disaster Recovery).
"Business Continuity Services"	shall have the meaning set out in Paragraph 4.2.2 of Schedule 17 (Business Continuity and Disaster Recovery).
"CAS3 Key Performance Indicators"	the service levels which shall apply to the provision of the Services as set out in Schedule 4 (Performance) (and CAS3 KPI shall be construed accordingly).
"CAS3 KPI Threshold"	in respect of each CAS3 Key Performance Indicator, the required level of performance stated in the "KPI Threshold" column of the table set out in Annex 1 of Schedule 4 (Performance).
"Caseload Management System"	the system used by the Supplier to manage and record key activities relating to the delivery of the Services in accordance with the requirements of this Contract.
"Central Government Body"	<p>a body listed in one (1) of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:-</p> <ul style="list-style-type: none"> (a) Government Department (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal) (c) Non-Ministerial Department or (d) Executive Agency
"Change Authorisation Note"	a form setting out an agreed Contract Change which shall be substantially in the form set out in Annex 2 of Schedule 9 (Change Control Procedure).
"Change Control Procedure"	the procedure for changing this Contract as set out in Schedule 9 (Change Control Procedure).
"Change Control Procedure Group"	the body described in Paragraph 5 of Schedule 6 (Governance).
"Change in Law"	any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.
"Change Request"	a written request for a Contract Change which shall be substantially in the form of Annex 1 to Schedule 9 (Change Control Procedure).
"Civil Society Organisations"	as defined in the Compact.

"Commencement Date"	24 th June 2024.
"Commercially Sensitive Information"	the information listed in Schedule 19 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature which the Parties have agreed that, if disclosed by the Authority would cause the Supplier significant commercial disadvantage or material financial loss.
"Compact"	the Compact published by HM Government which is currently available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/61169/The_20Compact.pdf .
"Comptroller and Auditor General"	the comptroller and auditor general of the National Audit Office.
"Community Accommodation Service - Tier 1 (CAS1)"	the Authority's Approved Premises provision with public protection focus and intensive partnership working.
"Community Accommodation Service - Tier 2 (CAS2)"	the Authority's provision for low to medium risk prison leavers, mostly consists of prison leavers released from custody on home detention curfew but can also include those on bail.
"Community Probation Practitioner (CPP)"	the Authority's Community Probation Practitioner.
"Confidential Information"	<p>all Commercially Sensitive Information and any information, however it is conveyed, that relates to the business affairs, public functions, developments, trade secrets, Know-How, Personnel, and suppliers of either Party, including all Intellectual Property Rights therein, together with all information derived from any of the above, and any other information clearly designated as being confidential and:</p> <ul style="list-style-type: none"> (a) in relation to information provided by the Authority, any other information which the Authority reasonably considers confidential (whether or not it is marked "confidential"); and (b) in relation to information provided by the Supplier, any information which the Supplier reasonably considers to be confidential (whether or not it is marked "confidential") and, in respect of which, the Supplier has obtained the Authority's Approval is confidential.

"Contract"	this written agreement between the Authority and the Supplier consisting of these terms and conditions and the Schedules and their Annexes.
"Contract Change(s)"	a change to this Contract.
"Contract Manager"	a member of the Authority's Personnel with the responsibility of managing the Contract on behalf of the Authority.
"Contract Period"	the period of the Initial Term as may be varied by: <ul style="list-style-type: none"> (a) any extension pursuant to Clause 42 (Extension of Contract Period); or (b) the earlier termination of this Contract in accordance with its terms.
"Contract Year"	a period of twelve (12) Months commencing on the Services Commencement Date and, thereafter, each anniversary of the Services Commencement Date, provided that the final Contract Year shall end on the expiry or termination of the Contract Period.
"Control"	that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly.
"Court"	the establishments falling under the jurisdiction of Her Majesty's Courts Service (HMCS) being an executive agency of the Ministry of Justice including Magistrates' Courts, the Crown Court, County Courts, the High Court and Court of Appeal in England and Wales.
"Crown"	the government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including government ministers, government departments, government and particular bodies and government agencies.
"CPIH Index"	the index with this name published by the Office for National Statistics or any successor ministry or department.
"CRTPA"	shall have the meaning set out in Clause 60.1 (Contracts (Rights of Third Parties) Act 1999.
"Data Controller"	means as it is defined in the UK GDPR.
"Data Destruction"	means the process of erasing or otherwise destroying data or information whether in physical form (such as printed paper) or stored on virtual/electronic or physical mediums such as, but not limited to, tapes and hard disks; the purpose is to

	render data completely irretrievable and inaccessible, and therefore void.
"Data Processor"	means as it is defined in the UK GDPR.
"Data Protection Legislation"	means: <ul style="list-style-type: none"> (a) the UK GDPR and applicable implementing Laws (where these are still applicable) (b) the DPA to the extent that it relates to the processing of Personal Data and privacy; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) all applicable Laws relating to the processing of Personal Data and privacy.
"Data Subject"	means as it is defined in the UK GDPR.
"Decent Home Standards"	means 'A Decent Home: Definition and Guidance for Implementation' June 2006 Update published by the Department of Levelling Up and Housing and Communities and currently available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7812/138355.pdf .
"Default"	any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term and shall also include in respect of the Supplier, a Service Failure) or any other default, act, omission, negligence or negligent statement of the relevant Party or their Personnel in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other.
"Deliverable(s)"	any materials, item or feature to be delivered by the Supplier or the Supplier's Personnel during this Contract Period, including those set out in the Service Specification, Mobilisation Plan and any Exit Plan including all Intellectual Property Rights therein but shall not include Supplier Assets and Supplier Background IPR.
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of four (4) hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period.
"Disaster Recovery Plan"	shall have the meaning set out in Paragraph 2.2.3 of Schedule 17 (Business Continuity and Disaster Recovery).

"Disaster Recovery Services"	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster.
"Disaster Recovery System"	the system identified by the Supplier in the Disaster Recovery Plan which shall be used for the purpose of delivering the Disaster Recovery Services.
"Disclosing Party"	a Party to this Contract which discloses or makes available directly or indirectly Confidential Information;
"Disclosure and Barring Service Check"	checks performed by the executive non-departmental public body, sponsored by the Home Office that carries out the statutory functions currently undertaken by the Disclosure and Barring Service (and "DBS" shall be construed accordingly).
"Dispute Resolution Procedure"	is the procedure more particularly set out in Clause 61 (Dispute Resolution).
"Disputed Invoice"	an invoice which the Authority disputes in accordance with the provisions of Paragraph 4 of Schedule 5 (Pricing and Payment Mechanism).
"Domestic Abuse"	<p>any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality including:</p> <ul style="list-style-type: none"> (a) psychological; (b) physical; (c) sexual; (d) financial; and/or (e) emotional.
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs 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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
"DPA"	means the Data Protection Act 2018.

"Employee Liabilities"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outgoing employment debts and unlawful deduction of wages including PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise; and
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.

"Employment Regulations"

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive.

"Encumbrance"

a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Environmental Information Regulations"

the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

"Equalities Provisions"

shall have the meaning set out in Clause 24.1 (Discrimination).

“Exit Manager(s)”	shall have the meaning set out in Paragraph 2.1.1 of Schedule 11 (Exit/Handback Provisions).
"Exit Milestone"	an event or task set out in an Exit Plan.
"Exit Milestone Date"	the date set out against the relevant Exit Milestone by which the Exit Milestone must be achieved.
"Exit Period"	<p>either:</p> <ul style="list-style-type: none"> (a) the period of twelve (12) Months prior to the date on which this Contract is due to expire; (b) if this Contract is terminated early, the longer of the period from the date of notification of termination to: <ul style="list-style-type: none"> (i) the effective date of termination; or (ii) twelve (12) Months following the date of notification of termination, or (c) such other period of time agreed between the Parties in the Exit Plan.
"Exit Plan"	the plan produced and updated by the Supplier during this Contract Period in accordance with Schedule 11 (Exit/Handback Provisions).
"Exit Project Board"	the body described in Paragraph 4.3 of Schedule 11 (Exit/Handback Provisions).
"Exit Services"	the services and activities to be provided by the Supplier in accordance with the Exit Plan.
"Exit Team"	the team to be appointed by the Supplier in accordance with Paragraph 2 of Schedule 11 (Exit/Handback Provisions).
"Exit Working Group"	the body described in Paragraph 4.4 of Schedule 11 (Exit/Handback Provisions).
“Expiry Date”	the date on which the Contract comes to an end.
"Fast-track Change"	any Contract Change which the Parties agree to expedite in accordance with Paragraph 7 of Schedule 9 (Change Control Procedure).
“FDE Group”	means the Supplier and any of its key sub-contractors
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this 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.

"Financial Distress Event"

The following shall be Financial Distress Events;

- (a) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (b) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- (c) an FDE Group entity committing a material breach of covenant to its lenders;
- (d) a key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (e) any of the following:
 - (i) commencement of any litigation against an 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;
 - (ii) non-payment by an FDE Group entity of any financial indebtedness;
 - (iii) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - (iv) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - (v) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Agreement.

“Financial Response Template”

means the Supplier’s completed financial response template as set out at Schedule 8 (Financial Response Template).

“Force Majeure Event”

any circumstance not within a party's reasonable control including, but not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on Clause 50 (Force Majeure), or companies in the same group as that Party); non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on Clause 50 (Force Majeure)); and interruption or failure of utility service.

"Former Supplier"

a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor).

"Fraud"

any offence under the Law creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

"General Anti-Abuse Rule"

the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

"Good Industry Practice"

standards, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances.

“Government Buying Standards”

the Government Buying Standards published by the Department for Environment Food & Rural Affairs currently available at:
<https://www.gov.uk/government/collections/sustaina>

ble-procurement-the-government-buying-standards-gbs.

“Greening Government Commitments”	the actions the UK government departments and their partner organisations will take to reduce their impacts on the environment in the period 2021 to 20215 as outlined in the Greening Government Commitments 2021 to 2025 Policy Paper currently available at: https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025 .
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others.
“Homelessness Prevention Team”	the Authority’s Homelessness Prevention Team for the relevant Probation Region;
“ICT”	information computer technology.
"Impact Assessment"	a written assessment of a Change Request which shall be substantially in the form of Annex 3 to Schedule 9 (Change Control Procedure).
"Improvement Plan"	<p>the plan to address the impact of, and prevent:</p> <ul style="list-style-type: none">(a) the reoccurrence of a Default by the Supplier and/or(b) the provision of the Services falling below any Improvement Plan Threshold.
"Improvement Plan Process"	the process as more particularly set out in Paragraph 3 of Schedule 4 (Performance).
"Improvement Plan Threshold"	in respect of each CAS3 KPI Threshold, the required level of performance stated in the "Improvement Plan Threshold" column of the table set out in Annex 1 of Schedule 4 (Performance).
“Incident Report”	a formal document outlining a series of events and/or statements in relation to a Security Incident. The document includes, but is not limited to, coverage of the timeline of the incident, commencing with initial awareness, and concluding at the later of remediation or incident closure; contact details for all actors, stakeholders, and interested parties (including police and police reference numbers, etc.); any geographic details (location of affected devices, etc.); a list of all losses or exposures (data files lost or compromised, etc.); a detailed account of all remedial activity taken; a detailed account of planned remedial activity, with an associated timeline; an assessment of the root cause or causes; an assessment of incident severity; an assessment of consequences; and any other supporting

	documentation and technical evidence not already addressed.
"Indemnified Person"	each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Intellectual Property Rights used to provide the Services or anything else otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Contract, including the Supplier Assets, Supplier Background IPR and Deliverables.
"Independent Safeguarding Authority"	a non-departmental public body sponsored by the Home Office set up under the provisions of the Safeguarding Vulnerable Groups Act 2006 and which is responsible for the decision making and maintenance of two lists covering the children's and vulnerable adults' sectors.
"Indexation Base Month"	the anniversary of the Commencement Date and annually thereafter.
"Indexation Period"	the period twelve (12) months from the Commencement Date and the Indexation Based Month, and on annual basis thereafter.
"Initial Term"	means the duration of the agreement starting at 00.01 am on the Commencement Date and ending at 11.59 pm on 23 rd of December 2027.
"Information"	shall have the meaning given under section 84 of FOIA.
"Information Security Policy Framework"	<p>the Authority's Information Security Policy Framework as amended from time to time which is currently available at:</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1159581/information-security-policy-framework.pdf.</p>
"Insolvency Event"	<p>(a) the other Party 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 within the meaning of section 123 Insolvency Act 1986;</p> <p>(b) the other Party 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 (as</p>

amended by the Insolvency Act 2000) other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

- (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (d) a creditor or encumbrancer of the other Party 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 the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where the other Party is a company, a LLP or a partnership:
 - (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 other Party other than for the solvent reconstruction of that other Party;
 - (ii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or
 - (iii) 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 the other Party,
- (g) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;

- (h) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or
- (i) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

"Insurances"

shall have the meaning set out in Paragraph 1.1 of Schedule 10 (Insurances).

"Intellectual Property Rights or IPRs"

patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, know-how and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"Key Personnel"

those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 13 (Key Personnel) against each Key Role as at the Commencement Date or as amended in accordance with Clause 16 (Key Personnel).

"Key Roles"

a role described as a Key Role in Schedule 13 and any additional roles added from time to time in accordance with Clause 16 (Key Personnel).

"Know-How"

all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of the know-how relating to the Services or any part thereof but excluding know-how already in the Supplier's or the Authority's possession before the Commencement Date.

"Law(s)"

any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, bye-law, retained EU law within the meaning of section 6(7) of the European Union (Withdrawal) Act 2018, , regulatory policy, guidance or industry code, judgment of a relevant Court of law, or directives or requirements of any Regulatory Body, and including policies / working practices of the Authority with which the Supplier is required to comply pursuant to any provision of this Contract.

"Law Enforcement Purposes"

means as it is defined in Data Protection Act 2018.

"Local Authority"

the person or department in local government with whom this Contract or must carry out its responsibilities for the activity or issue from time to time required under this Contract.

"Losses"	losses, liabilities, damages, costs and expenses (including professional fees) and disbursements and costs of investigation, litigation, settlement, judgement, interest and penalties (including fines) whether arising in contract, tort (including negligence) breach of statutory duty or otherwise (and "Loss" shall be construed accordingly).
"Major Incident"	an incident of a serious nature which involves or is in respect of a Person on Probation or Accommodation, including those events set out in Paragraph H3 of Schedule 1 (Specification).
"Management Information"	the information specified in Annex 1 to Schedule 7 (Reports, Records and Management Information), as amended from time to time in accordance with Paragraph 2.2 of Schedule 7 (Reports, Records and Management Information).
"Mediator"	shall have the meaning set out in Clause 61.5.1 (Dispute Resolution).
"Mobilisation Manager"	as defined by Paragraph 5.2 of Schedule 3 (Mobilisation).
"Mobilisation Milestones"	the event or tasks relating to Mobilisation, as set out in the Mobilisation Plan.
"Mobilisation Period"	the period between the Commencement Date and the Services Commencement Date.
"Mobilisation Plan"	the mobilisation plan annexed at Annex 1 of Schedule 3 (Mobilisation);
"Mobilisation Services"	the services and activities to be provided by the Supplier in accordance with the Mobilisation Plan.
"Mobilisation Team"	as defined by Paragraph 5.2 of Schedule 3 (Mobilisation)..
"Modern Slavery Helpline"	the UK's modern slavery and exploitation helpline.
"Month"	a calendar month.
"Monthly Contract Price"	the monthly amount (exclusive of any applicable VAT), payable to the Supplier by the Authority under this Contract, as set out under Schedule 5 (Pricing and Payment Mechanism).
"National Cyber Security Centre"	the organisation of the United Kingdom Government that provides advice and support for the public and private sectors on how to avoid computer security threats which forms part of Government Communications Headquarters.
"NCSC Cyber Essentials"	the scheme developed by the UK Government setting out Good Industry Practice in respect of information security.

“Necessary Consent(s)”	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time.
“Non-Pay Costs”	costs attributable to the non-staffing costs of the Supplier to provide the Services.
"Notifiable Default"	shall have the meaning set out in Paragraph 4.1 of Schedule 4 (Performance).
"Occasion of Tax Non-Compliance"	<p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of the:</p> <ul style="list-style-type: none"> (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 that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (b) failure of an avoidance scheme which the Supplier was involve in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (c) Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.
“Occupied Accommodation”	a Bed Space that is occupied by a Person on Probation.
"Open Book Accounts"	<p>complete and accurate financial and non-financial information relating to the Services which is sufficient to enable the Authority to verify the payments already paid or payable and payments forecast to be paid under this Contract during the remainder of the Contract Period, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Supplier's costs broken down against each Service including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Supplier Assets; (b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> (i) the unit costs and quantity of consumables and bought-in services;

	<ul style="list-style-type: none"> (ii) manpower resources broken down into the number and grade/role of the Supplier's Personnel (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's profit margin; and (iv) expenses reimbursable under this Contract;
	(c) overheads;
	(d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Services;
	(e) the Supplier's 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 Services, including the amount of money attributed to each risk and/or contingency.
"Other Reportable Incident(s)"	an incident of which involves or is in respect of a Person on Probation or the Accommodation.
"Other Supplier"	any supplier to the Authority, other than the Supplier.
"Partial Termination"	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services.
"Party"	the Supplier and the Authority each being a "Party" and together the "Parties" .
"Pay Costs"	means the costs attributable to the staffing costs of the Supplier to the provide the Services.
"PCR"	the Public Contracts Regulations 2015.
"Personal Data"	shall have the meaning set out in the Data Protection Legislation and for the purposes of this Contract, includes Sensitive Personal Data.

"Personal Property"	items within the Accommodation which belong to the Person on Probation residing within the Accommodation.
"Personnel"	all directors, officers, employees, agents, consultants and contractors of either Party including but not limited to: <ul style="list-style-type: none"> (a) the sub-contractors of the Authority; and (b) the Sub-contractors of the Supplier and their respective directors, officers, employees, agents, consultants or contractors (as the context requires).
"Person(s) on Probation/People on Probation"	an individual who is provided with Accommodation (or part thereof), is to be provided with Accommodation (or a part thereof) and/or a recipient of the Services by the Supplier in response to a referral from a Referrer.
"Prison Service Instructions"	the instructions which can be found at https://www.justice.gov.uk/offenders/psis , as may be amended from time to time.
"Prison Service Orders"	the orders which can be found at https://www.justice.gov.uk/offenders/psos , as may be amended from time to time.
"Probation Instructions"	the instructions which can be found at https://www.justice.gov.uk/offenders/probation-instructions , as may be amended from time to time.
"Probation Region"	North West, the geographical region the Supplier is responsible for providing the Services in;
"Processing/Process"	means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as 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.
"Prohibited Act"	<ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority 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 this Contract;

- (c) an offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation or common law concerning fraudulent acts;
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;
 - (iv) under the Criminal Finances Act 2017; and/or
 - (v) any activity, practice or conduct which would constitute one of the offences listed under (c)(i) to (c)(iv) above if such activity, practice or conduct has been carried out in the UK.

“Public Sector Dependent Supplier”

means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;

"Quality Standards"

the standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (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 together with any quality standards further detailed in the Service Specification.

"Quarter"

the first three Months next following the Month in which the Services Commencement Date occurs and each subsequent period of three Months (or reduced period immediately prior to the end of the Contract Period).

"Receipt"

the physical or electronic arrival of an invoice at the address of the Authority for which the invoice is intended, as confirmed to the Supplier in accordance with Schedule 5 (Pricing and Payment Mechanism).

“Receiving Party”

a Party to this Contract which receives or obtains directly or indirectly Confidential Information;

"Rectification Plan Failure"

- (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Paragraphs 4.3.1 or 4.3.4 of Schedule 4 (Performance);

- (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Paragraph 4.3.6 of Schedule 4 (Performance);
- (c) the Supplier failing to rectify a Notifiable Default within the later of:
 - (i) thirty (30) Working Days from and including a notification submitted by the Supplier pursuant to Paragraph 4.1 of Schedule 4 (Performance) or by the Authority pursuant to Paragraph 4.2 of Schedule 4 (Performance); and
 - (ii) where the Parties have agreed a Rectification Plan in respect of that Notifiable Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the Notifiable Default; and/or
- (d) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) Months from and including the date when the Notifiable Default was notified for the same (or substantially the same) root cause as that of the original Notifiable Default.

"Rectification Plan"	the plan to address the impact of, and to prevent the reoccurrence of, a Notifiable Default.
"Rectification Plan Process"	is the process as more particularly set out in Paragraph 4 of Schedule 4 (Performance).
"Referrer"	the relevant Homelessness Prevention Team for the Probation Region.
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority (and "Regulatory Body" shall be construed accordingly).
"Relationship Management Group"	the body described in Paragraph 3 of Schedule 6 (Governance).
"Relevant Indices"	means the CPIH index and AWE index (as applicable in accordance with Clause 9.7).

"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 for Justice pursuant to section 9 of the Bribery Act 2010.
"Relevant Tax Authority"	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.
"Relevant Transfer"	a transfer of employment to which the Employment Regulations apply.
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
"Replacement Services"	any services which are the same as or substantially similar to any of the Services and which the Authority or any Wider Public Sector Body receives in substitution of any of the Services following the expiry or termination of this Contract or Partial Termination as applicable, whether those services are provided by the Authority and/or any Wider Public Sector Body internally and/or by any third party.
"Replacement Supplier"	any third party service provider appointed by the Authority or a Wider Public Sector Body to supply the Replacement Services (or where the Authority or Wider Public Sector Body is providing Replacement Services for its own account, the Authority or Wider Public Sector Body).
"Request for Estimate"	a written request by the Authority for the Supplier to provide an accurate estimate of the Termination Payment that would be payable by the Authority in the event that the Authority exercises its right under Clause 45.1.1 (Termination by the Authority) to terminate this Contract on a specified termination date.
"Request(s) for Information"	shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).
"Review of Bed Space Numbers"	as defined in Paragraph 6 of Schedule 4 (Performance).
"Retention Period"	the period of time the Supplier is required to retain the data, documents and information of the Authority, as set out in Annex 4 to Schedule 7 (Reports, Records and Management Information) or as otherwise amended by the Authority from time to time.
"Review Report"	shall have the meaning set out in Paragraph 6.2 of Schedule 17 (Business Continuity and Disaster Recovery).

“Schedule”	a schedule attached to, and forming part of, this Contract.
“Security Incident”	a deliberate, accidental or inadvertent breach of a system’s security policy, resulting in an effect on its integrity or availability; or an unauthorised access or attempted access to a system.
"Senior Contract Manager"	the individual appointed by a Party from time to time as having senior responsibility for this Contract on behalf of that Party.
"Sensitive Personal Data"	Personal Data that reveals such categories of data as are listed in Article 9(1) of the UK GDPR.
"Serious Harm"	at any given time, as reasonably determined by the Authority, a life-threatening and/or traumatic event occurring in respect of an individual from which recovery, whether physical or psychological, can be expected to be difficult or impossible which includes death or personal injury, together with specific violent offences and/or physical or psychological injury, all as defined by Section 224(3) of the Criminal Justice Act 2003.
"Service Failure"	in respect of a CAS3 KPI, where the level of service performance is below the CAS3 KPI Threshold in a Month.
"Service Management Group"	the body described in Paragraph 4 of Schedule 6 (Governance).
"Service Property"	the Accommodation and any other property which will be used by the Supplier or the Supplier's Personnel to operate the Services.
"Service Solution"	the document set out in Schedule 2 (Service Solution) describing the way in which the Supplier intends to provide the Services.
"Service Specification"	the description of the Services to be supplied under this Contract as set out in Schedule 1 (Specification).
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a sub-contractor of a Replacement Supplier.
"Service Transfer Date"	the date of a Service Transfer.
"Services"	the services to be supplied by the Supplier to Persons on Probation on behalf of the Authority, subject to the terms of this Contract, as detailed in the Service Specification, together with the Mobilisation Services and Exit Services.
"Services Commencement Date"	six (6) Months' from the Commencement Date;

"Settled Accommodation"

is the accommodation which a Person on Probation may move to following their use of the Accommodation..

"SME"

an enterprise falling within the category of micro, small and medium-sized enterprises

defined by the European Commission's Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit-sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long-term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of

	employment (or relevant standard contracts if applied generally in respect of such employees);
	(j) the % of time they spend engaged in the provision of the Services (or part thereof transferring; and
	(k) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations.
"Sub-contract"	a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
"Sub-contractor"	a third party with whom: <ul style="list-style-type: none"> (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, and all directors, officers, employees, agents and consultants of that third party.
"Sub-Region"	a sub-region of the Probation Region.
"Supplier Assets"	all assets and rights used by the Supplier to provide the Services (including those provided by any Sub-contractor) including the Supplier Equipment and all other hardware, software, telecoms devices and equipment together with all Intellectual Property Rights vesting in such assets and rights but excluding Authority Materials, the Deliverables and the Accommodation.
Supplier Background IPR"	<ul style="list-style-type: none"> (a) Intellectual Property Rights owned or licensed by the Supplier before the date of this Contract; and/or (b) Intellectual Property Rights created or acquired by the Supplier independently of this Contract.
"Supplier Equipment"	all items provided by the Supplier in the Accommodation for use by the Persons on Probation, including all fixtures, fittings, and soft and hard furnishings.
"Supplier('s) Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Contract.

"Supplier Premises"

any real property of the Supplier, whether owned, licensed or leased.

"Supplier System"

the information and communications technology system used by the Supplier in implementing and performing the Services including software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

"Supplier Termination Event"

- (a) the Supplier committing a material Default which, in the opinion of the Authority, is incapable of remedy;
- (b) an audit reveals Fraud or suspected Fraud;
- (c) a Rectification Plan Failure;
- (d) where a right of termination is expressly reserved by the Authority in this Contract;
- (e) any of the representations and warranties given by the Supplier pursuant to Clauses 38.1.8, 38.1.27 and/or 38.1.28 (Warranties, Undertakings and Representations) being materially untrue or misleading;
- (f) the Supplier committing a Default under any of the following:
 - (i) Clause 20 (Staff Transfer);
 - (ii) Clause 24 (Discrimination);
 - (iii) Clause 30 (IPR Indemnity);
 - (iv) Clause 31 (Authority Assets);
 - (v) Clause 32 (Protection of Personal Data);
 - (vi) Clause 33 (Confidentiality);
 - (vii) Clause 34 (Freedom of Information); and/or
 - (viii) Clause 36 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989).
- (g) an Insolvency Event occurring in respect of the Supplier;
- (h) a change of Control of the Supplier unless:
 - (i) the Authority has given its Approval to the particular change

	of Control, which subsequently takes place as proposed; or
	(ii) the Authority has not served its notice of objection within six (6) Months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; or
	(k) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the PCR from the procurement procedure leading to the award of this Contract.
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all the Supplier's Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date.
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all the Supplier's Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier.
"Supplier's Risk Profile Proposals"	shall have the meaning set out in Paragraph 6.2.3 of Schedule 17 (Business Continuity and Disaster Recovery).
Supplier's Personnel Vetting Procedures	means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority's procedures for the vetting of Supplier's Personnel as provided to the Supplier from time to time.
"Support"	Services to be provided by the Supplier as specified in Section D of Schedule 1 (Specification) and Services available to Persons on Probation within a community that a Person on Probation can access.
"Tender Process"	shall have the meaning set out in Paragraph 11.2 of Schedule 11 (Exit/Handback Provisions).
"Termination Estimate"	shall have the meaning set out in Clause 46.10 (Payments on Termination).
"Termination Payment"	shall have the meaning set out in Clause 46.2 (Payments on Termination).
"Third Party Beneficiary"	shall have the meaning set out in Clause 60.2 (Contracts (Rights of Third Parties) Act 1999).
"Third Party Claim"	any claim which is made or threatened by any third party against the Authority, and for which it appears that the Authority or is, or may become, a defendant.

"Transferee"	shall have the meaning set out in Clause 52.4 (Assignment and Novation).
"Transferring Contracts"	shall have the meaning set out in Paragraph 8.9.5 of Schedule 11 (Exit/Handback Provisions).
"Transferring Former Supplier Employees"	those employees of a Former Supplier who transfer to the Supplier under the Employment Regulations.
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006.
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA..
"Undisputed Invoice"	shall have the meaning set out in Paragraph 4.1.2 of Schedule 5 (Pricing and Payment Mechanism).
"Valid Invoice"	means an invoice submitted in accordance with Paragraph 3 of Schedule 5 (Pricing and Payment Mechanism).
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994.
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Wider Public Sector Body"	any organisation that falls into one (1) or more of the following categories:- <ul style="list-style-type: none"> (a) Central Government Body (b) Police forces and/or office of police and crime commissioners (c) NHS bodies (d) Educational bodies or establishments including state schools (nursery schools, primary schools, middle or high schools, secondary schools, special schools), academies, colleges, Pupil Referral Unit (PRU), further education colleges and universities (e) Councils, including county councils, district councils, county borough councils, community councils, London borough councils, unitary councils, metropolitan councils, parish councils and any local authority and

- (f) any organisation or entity in which the Authority, or any other Central Government Body holds an ownership interest in respect of or exerts control or influence over (to the extent such organisation or entity does not fall under any other category above);

"Welsh Language Scheme"

the Authority's Welsh language scheme described at: <http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>, as may be updated from time to time.

"Working Day" / "Business Day"

days (other than a Saturday or Sunday) on which banks are open for general business in the city of London.

1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter and vice versa;
- 1.2.3 references in this Contract to any Clause, sub-clause or Schedule without further designation shall be construed as a reference to the Clause or sub-clause of, or schedule to, this Contract so numbered and reference to Paragraphs, Part and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the part of the Schedule in which the reference appears;
- 1.2.4 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- 1.2.5 references to this Contract are references to this Contract as amended from time to time;
- 1.2.6 reference to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of this Contract);
- 1.2.7 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted;
- 1.2.8 the words **"include"**, **"includes"**, **"including"**, **"exclude"**, **"excluding"**, **"in particular"**, **"for example"** and other similar words shall not limit the generality of the preceding words and are to be construed as if they were immediately followed by the words "without limitation"; and
- 1.2.9 headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

- 1.3 In the event of, and only to the extent of, any conflict between the Clauses of this Contract, the Schedules and/or any document referred to, the conflict shall be resolved, unless the Parties have agreed in writing to the contrary, in accordance with the following order of precedence:

- 1.3.1 the Clauses;
- 1.3.2 the Service Specification;
- 1.3.3 the Schedules, save for the Service Specification and the Service Solution;
- 1.3.4 the Service Solution; and
- 1.3.5 any other document referred to in this Contract.

2. **DUE DILIGENCE**

- 2.1 The Supplier acknowledges that it has:

- 2.1.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority;
- 2.1.2 raised all relevant due diligence questions with the Authority before the Commencement Date;
- 2.1.3 satisfied itself that it has sufficient information to ensure that it can provide the Services; and
- 2.1.4 entered into this Contract in reliance on its own due diligence alone.

- 2.2 The Supplier acknowledges that the Authority has made no warranties or representations in respect of any of the information supplied by or on its behalf to the Supplier.

- 2.3 Without prejudice to Clause 2.1, the Supplier shall:

- 2.3.1 use its reasonable endeavours to check and verify that the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Authority are accurate; and
- 2.3.2 notify the Authority immediately if it discovers errors or discrepancies in the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the Authority.

3. **MOBILISATION**

- 3.1 During the Mobilisation Period, the Supplier shall provide the Mobilisation Services to the Authority in accordance with the provisions of Schedule 3 (Mobilisation).

4. **PROVISION OF SERVICES**

- 4.1 During the Contract Period the Supplier shall provide the Services to the Authority in accordance with the terms of this Contract.

- 4.2 Although as at the Commencement Date the Authority intends to procure all its requirement for services similar to the Services from the Supplier and not from any other supplier, that intention may change and the Supplier agrees and acknowledges that it has not been given any rights of exclusivity or any volume guarantees in relation to the volume of the Services provided under this Contract.

5. QUALITY ASSURANCE AND PERFORMANCE INDICATORS

5.1 In performing the Services, the Supplier shall, and shall procure the Supplier's Personnel shall, meet or exceed:

5.1.1 the CAS3 Key Performance Indicators;

5.1.2 the Quality Standards;

5.1.3 Good Industry Practice;

5.1.4 the Service Specification;

5.1.5 the Service Solution; and

5.1.6 any requirements of the Law.

5.2 Where there is a conflict between any requirement set out in Clause 5.1 (Quality Assurance and Performance Indicators), such conflict shall be immediately referred by the Supplier to the Authority together with a proposal as to how the conflict should be resolved and the Authority shall direct how the conflict will be resolved.

5.3 In the provision of the Services, the Supplier shall and shall ensure that its Supplier's Personnel comply with any policies of the Authority as amended from time to time.

5.4 The Supplier shall maintain accreditation with any relevant Quality Standards authorisation body, including such accreditation as set out in Schedule 1 (Specification).

5.5 The Supplier shall co-operate, and shall procure that the Supplier's Personnel shall co-operate, with all reasonable procedures and processes which may be undertaken by the Authority in respect of ensuring the quality and the standard of the Services provided by and on behalf of the Supplier.

5.6 In co-operating with the procedures and processes which may be undertaken in accordance with Clause 5.5 (Quality Assurance and Performance Indicators), the Supplier shall:

5.6.1 promptly, and in any event within two (2) Working Days, provide such information and reports which may be reasonably required by the Authority; and

5.6.2 provide the Authority reasonable access to:

(a) any Supplier Premises (or such premises which may be used by Sub-contractors to perform in the provision of the Services) and the Accommodation;

(b) the Supplier Assets;

(c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and

(d) the Supplier's Personnel.

5.7 The Supplier shall monitor and ensure that the Supplier's Personnel are performing the Services on behalf of the Supplier to the standard set out in this Contract and shall notify the Authority immediately if it suspects or becomes aware the performance or the qualifications of itself and/or the Supplier's Personnel fall below the standards set out in this Contract.

6. SUPPLIER OBLIGATIONS

6.1 The Supplier shall:

- 6.1.1 at all times allocate sufficient resources to supply the Services in accordance with this Contract;
- 6.1.2 provide and fulfil any ancillary or incidental service, function or responsibility not specified in the Service Specification where such service, function or responsibility is necessary for the proper performance of the relevant Services;
- 6.1.3 obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary for the provision of the Services or performance of any other obligation under this Contract;
- 6.1.4 ensure the Supplier Assets and the Accommodation used in the performance of the Services will be free of all Encumbrances (except as agreed in writing with the Authority);
- 6.1.5 ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority or any Other Supplier;
- 6.1.6 ensure that any documentation, information and training provided to the Authority under this Contract is comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 6.1.7 co-operate with the Other Supplier(s) to enable such Other Supplier(s) to provide services to the Authority and, on the expiry or termination of this Contract for any reason, to enable the timely mobilisation of the Services (or any of them) to the Authority and/or to any Replacement Supplier in accordance with Schedule 11 (Exit/Handback Provisions) and the Exit Plan, including:
 - (a) providing reasonable information (including any documentation), advice and assistance in connection with the Services to the Other Supplier(s); and
 - (b) entering into such agreements and collaborative arrangements which may be reasonably required by the Authority from time to time;
- 6.1.8 to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties and indemnities are held on trust, at its cost enforce such warranties and indemnities in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;
- 6.1.9 unless it can demonstrate to the Authority, acting reasonably, that it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 6.1.8 (Supplier Obligations);
- 6.1.10 provide the Authority with such advice and assistance as the Authority may reasonably require during the Contract Period in respect of the supply of the Services;

- 6.1.11 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract;
- 6.1.12 as soon as the Supplier becomes aware, immediately notify the Authority of any circumstances suggesting that a change of Control of the Supplier is planned or in contemplation;
- 6.1.13 notify the Authority in writing of any material detrimental change in the financial standing and/or any change in the credit rating of the Supplier where such change has a material adverse effect on the Supplier's ability to deliver the Services and/or perform its obligations under this Contract;
- 6.1.14 subject to Clause 30.6 (IPR Indemnity), notify the Authority in writing within ten (10) Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any Court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract;
- 6.1.15 ensure that neither it, nor any of its Affiliates or the Supplier's Personnel, bring the Supplier into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract;
- 6.1.16 perform its obligations under this Contract in accordance with the Authority's environmental policy, as amended from time to time, which is 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, violate organic compounds and other substances damaging to health and the environment;
- 6.1.17 comply with all Prison Service Instructions, Probation Instructions and the prison procedures prescribed by the Prison Service Orders (including any replacement policy frameworks or mandatory minimum requirements which may be introduced by the Authority from time to time);
- 6.1.18 implement and demonstrate compliance with any quality assurance arrangements required under this Contract;

7. **SUPPLIER ASSETS**

- 7.1 Subject to Clause 51 (Force Majeure) and any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of the Supplier Assets and/or Accommodation, if any, shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract.
- 7.2 The Supplier Assets and the Accommodation shall remain at the sole risk and responsibility of the Supplier.
- 7.3 As a minimum, the Accommodation provided shall comply with the Decent Home Standards.
- 7.4 In respect of the Accommodation the Supplier shall:
 - 7.4.1 ensure that the Accommodation is provided in accordance with:
 - (a) the standards set out in this Contract;
 - (b) Good Industry Practice; and

- (c) the Law, including but not limited to the Equality Act 2010; and
- 7.4.2 maintain the Accommodation so that, save for fair wear and tear, it remains in safe, serviceable and clean condition and such maintenance shall be in accordance with:
 - (a) the standards set out in this Contract;
 - (b) Good Industry Practice; and
 - (c) Law.
- 7.5 In respect of the Supplier Equipment the Supplier shall:
 - 7.5.1 install such equipment at the Accommodation in accordance with all relevant manufacturer's installation instructions, Good Industry Practice and Law; and
 - 7.5.2 maintain such equipment so that, save for fair wear and tear, it remains in safe, serviceable and clean condition and such maintenance shall be in accordance with:
 - (a) the standards set out in this Contract;
 - (b) Good Industry Practice;
 - (c) Law; and
 - (d) the relevant manufacturer's instructions.
- 7.6 The Supplier shall maintain an up to date and accurate register of Supplier Equipment used or made available during the provision of the Services, including details of the initial value, depreciation and residual value of each item (the '**Asset Register**') and shall provide a copy of the Asset Register to the Authority promptly upon request together with such other information as the Authority may reasonably require in respect of such Supplier Equipment.
- 7.7 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Accommodation, including its off-loading, installation, removal of all packaging and all other associated costs.
- 7.8 Save to the extent that risk and ownership in the relevant Supplier Equipment has transferred to the Authority, a Replacement Supplier and/or Other Supplier in accordance with Schedule 11 (Exit/Handback Provisions), the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of:
 - 7.8.1 a failure by the Supplier to maintain the Supplier Equipment in accordance with the provisions of Clause 7.5 (Supplier Assets);
 - 7.8.2 the removal of any Supplier Equipment from the Accommodation following the expiry or termination of this Contract (whether in whole or in part); and/or
 - 7.8.3 the use or misuse, as the case may be, of the Supplier Equipment, including where any such Losses arise as a result of any claims brought against the Authority by any third party, including Persons on Probation.

8. CONFLICTS OF INTEREST

- 8.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of the Supplier's Personnel are placed in a position where, in the reasonable opinion of the Authority:
- 8.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Supplier and/or the Supplier's Personnel and the duties owed to the Authority under the provisions of this Contract; or
 - 8.1.2 the behaviour of the Supplier and/or the Supplier's Personnel is not in the best interest of and/or might adversely affect the reputation of the Authority.
- 8.2 The Supplier shall as soon as reasonably practicable disclose to the Authority full particulars of any behaviour which might give rise to the acts complained of in Clauses 8.1.1 or 8.1.2 (Conflicts of Interest).
- 8.3 Within three (3) Working Days of the date of disclosure pursuant to Clause 8.2 (Conflicts of Interest) the Supplier shall consult with the Authority to discuss a way to remedy any conflict or behaviour that, in the Authority's reasonable opinion, falls within Clauses 8.1.1 or 8.1.2 (Conflicts of Interest).
- 8.4 If, within five (5) Working Days of the consultation under Clause 8.3 (Conflicts of Interest), the Supplier fails, in the Authority's reasonable opinion, to remedy the breach then the Authority reserves the right to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice and/or to take such other steps it deems necessary.
- 8.5 The actions of the Authority pursuant to this Clause 8 (Conflicts of Interest) shall not prejudice or affect any right of action or remedy which has accrued or will accrue to the Authority.

9. MONTHLY CONTRACT PRICE

- 9.1 In consideration of the proper performance by the Supplier of the Supplier's obligations under this Contract the Monthly Contract Price shall be paid to the Supplier in accordance with Schedule 5 (Pricing and Payment Mechanism).
- 9.2 Subject to the provisions of Clauses 9.5 to 9.9 (Monthly Contract Price), the Average Nightly Price per Bed Space applicable to the relevant Sub Region shall be fixed during the Contract Period.
- 9.3 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 9.3 (Monthly Contract Price) shall be paid by the Supplier to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.
- 9.4 Except where otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Contract.
- 9.5 The Authority shall carry out a review of the figures used to calculate the Average Nightly Price Per Bed Space for each Sub Region to take into account the percentage increase in the Relevant Indices three (3) Months prior to the anniversary of the Commencement Date and on annual basis thereafter in accordance with Clause 9.7 (the '**Indexation Review Exercise**').

- 9.6 Any increase made to the figures used to calculate the Average Nightly Price Per Bed Space for each Sub Region and increase to the Average Nightly Price Per Bed Space for each Sub Region as a result of the Indexation Review Exercise shall apply to the next Month following the Indexation Base Month.
- 9.7 The Authority shall conduct the Indexation Review Exercise in accordance with the following process:
- 9.7.1 the Authority shall determine what percentage of the Supplier's costs for the Service are Pay Costs (the '**Pay Costs Percentage**') and what percentage of the Supplier's costs for the Service and Non Pay Costs (the '**Non Pay Costs Percentage**');)
- 9.7.2 subject to the Clauses 9.8, 9.9 and 9.10, the Authority shall apply:
- (a) the Non Pay Costs Percentage to the increase in the CPIH Index in the Indexation Period (the '**CPIH Index Increase**');)
- (b) the Pay Costs Percentage to the increase in the AWE Index in the Indexation Period (the '**AWE Index Increase**'), and
- the Authority shall use the CPIH Index Increase and the AWE Index Increase to calculate the uplift the Average Nightly Price Per Bed Space for each Sub Region accordingly.
- 9.8 A 5% cap on an increase to the Relevant Indices shall apply to the uplifts determined in accordance with Clauses 9.7.1 and 9.7.2 above and if CPIH Index and/or the AWE Index is increased by more than 5% during the Indexation Period then the Authority may determine that such 5% cap shall be increased to a percentage amount that is 50% of the value of the actual percentage increase to the CPIH Index and/or the AWE Index in the Indexation Period above the 5% cap (as applicable).
- 9.9 For the avoidance of doubt, the Authority's determination of the relevant indexation increase to be applied to the Average Nightly Price Per Bed Space for each Sub Region is final.
- 9.10 For the avoidance of doubt, the Authority shall not use the Indexation Review Exercise to decrease the Average Nightly Price Per Bed Space for each Sub Region.
- 9.11 The Supplier shall provide all reasonable assistance, information and evidence to the Authority in a timely manner, including but not limited to information and evidence relating to the Supplier's Non Pay Costs and Pay Costs for the Services to assist the Authority in conducting the Indexation Review Exercise.
10. **RECOVERY OF SUMS DUE**
- 10.1 Subject to Clause 10.2 (Recovery of Sums Due), whenever under this Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any Default), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under this Contract or under any other agreement or contract with the Authority or the Crown.
- 10.2 Any overpayment by either Party, whether of the Monthly Contract Price or of VAT, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 10.3 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the

Supplier has a valid Court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

11. GOVERNANCE

- 11.1 The Parties agree to manage this Contract through the governance structure detailed in Schedule 6 (Governance).

12. CHANGE CONTROL

- 12.1 Unless otherwise expressly set out in this Contract], all proposed Contract Changes shall be processed by the Parties in accordance with Schedule 9 (Change Control Procedure).

13. RECORDS AND REPORTING

- 13.1 The Supplier shall comply with the provisions of Schedule 7 (Reports, Records and Management Information) in relation to:

13.1.1 the production and supply of Management Information and other reports; and

13.1.2 the maintenance and retention of records and data.

- 13.2 The Supplier agrees that, notwithstanding any other term in this Contract, the Authority may provide:

13.2.1 Cabinet Office;

13.2.2 the National Audit Office; and

13.2.3 Parliament and Parliamentary Committees,

with the Management Information, reports and records made available to the Authority under this Contract.

- 13.3 Upon receipt of the information provided by the Supplier to the Authority pursuant to Clause 13.1 (Records and Reporting) or receipt of information provided by the Authority to the bodies named in Clause 13.2 (Records and Reporting), the Supplier consents (without prejudice to the Authority's other rights and obligations under this Contract (including Clause 33 (Confidentiality) and at Law) that the Authority and those bodies named in Clause 13.2 (Records and Reporting) may:

13.3.1 store and analyse the information, reports and records and produce statistics; and

13.3.2 share the information, reports and records and/or any statistics produced using them with any of those bodies named in Clause 13.2 (Records and Reporting) to the extent each has not already received such information.

14. AUDIT

- 14.1 Without prejudice to Clause 34.5 (Freedom of Information) and subject to Clause 14.3 (Audit), the Supplier shall promptly, and in any event within two (2) Working Days of request (unless otherwise agreed by the Authority in writing), provide, and shall procure its Supplier's Personnel promptly provide within the same timescale, the Authority and each of the Auditors access to that which may be required by the Authority and/or Auditors from time to time including to the Accommodation and to any of the Supplier Premises from which any activities relating to the provision of the Services are performed, in order for the Authority and/or Auditors to assess compliance by the

Supplier and its Supplier's Personnel of their obligations under this Contract, including for the following purposes:

- 14.1.1 to verify the accuracy of Monthly Contract Price (and proposed or actual variations to them in accordance with this Contract) and any other payment made under this Contract;
 - 14.1.2 to identify or investigate actual or suspected Fraud, impropriety or accounting mistakes or any Breach of Security or threatened Breach of Security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 14.1.3 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General;
 - 14.1.4 to review the integrity, confidentiality and security of Personal Data of which the Authority is Data Controller;
 - 14.1.5 to review the Supplier's compliance with the Data Protection Legislation in accordance with this Contract and any other Laws;
 - 14.1.6 to review the Supplier's compliance with its security obligations under this Contract;
 - 14.1.7 to review any books of accounts and the internal contract management accounts kept by the Supplier in connection with the provision of the Services;
 - 14.1.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 14.1.9 to 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 Authority has used its resources;
 - 14.1.10 to verify the accuracy or completeness of any Management Information required to be provided by the Supplier under this Contract;
 - 14.1.11 to review any records and supporting or ancillary documentation relating to the Supplier's performance of the Services, including records held on the Supplier's Caseload Management System;
 - 14.1.12 to ensure that the Supplier is complying with its obligations under this Contract;
 - 14.1.13 to ensure compliance with any quality assurance arrangements required under this Contract; and
 - 14.1.14 for any other purpose set out in this Contract.
- 14.2 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and Auditor General and/or its representatives from carrying out an audit, examination or investigation of the Supplier and/or any Supplier's Personnel for the purposes of and pursuant to applicable Law.
- 14.3 The Authority may at its discretion inspect the Accommodation, either on an unannounced basis or at short notice. The Supplier shall cooperate (and shall ensure

that any Supplier's Personnel or relevant third party shall cooperate) with such inspections, including by:

- 14.3.1 facilitating access to the Accommodation promptly (and, at a minimum, by 6pm on the same day);
 - 14.3.2 cooperating with any surveys or inspections of the condition of the Accommodation;
 - 14.3.3 making available any of the Supplier's Personnel who are responsible for servicing the Accommodation; and
 - 14.3.4 providing evidence of all relevant documentation relating to the Accommodation including insurance certificates, records of house visits, house rules, maintenance records and records of compliance with statutory requirements such as PAT testing.
- 14.4 The Supplier shall, and shall procure its Supplier's Personnel shall, on demand provide the Authority and any Auditors with all reasonable co-operation and assistance in relation to each audit, including by providing:
- 14.4.1 all information within the scope of the audit requested by the Authority and/or Auditors;
 - 14.4.2 reasonable access to:
 - (a) any Supplier Premises (and in the event the records and accounts are held by a Sub-contractor or some other third party the Supplier shall procure reasonable access to such party's premises);
 - (b) the Supplier Assets;
 - (c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and
 - (d) the Supplier's Personnel.
- 14.5 If an audit reveals:
- 14.5.1 a material Default; or
 - 14.5.2 Fraud or suspected Fraud,
- the Supplier shall reimburse the Authority and its Auditors' reasonable costs incurred in relation to the audit and the Authority be entitled to exercise its rights to terminate this Contract pursuant to Clause 45 (Termination by the Authority).
- 14.6 If an audit reveals:
- 14.6.1 the Authority has overpaid any charges, the Supplier shall pay to the Authority on demand:
 - (a) the amount overpaid;
 - (b) interest on the amount overpaid, accruing on a daily basis at a rate of three (3) per cent per annum above the Bank of England's base rate from the date of overpayment by the Authority up to the date of repayment by the Supplier, whether before or after judgement; and

- (c) the reasonable costs incurred by the Authority and any Auditor undertaking the audit; or
- 14.6.2 the Authority has underpaid any charges, the Supplier shall not be entitled to increase the Monthly Contract Price paid or payable by the Authority but the Authority shall pay to the Supplier the difference between the actual Monthly Contract Price paid and the Monthly Contract Price which should have been due within such timescale and/or instalments as agreed between the Parties in writing.
- 14.7 The Supplier shall:
 - 14.7.1 submit to the Authority, as soon as they become available (and in any event within six (6) Months of the end of each of its financial periods), copies of its audited financial statements for that period which shall contain an income statement, balance sheet and a cash flow statement which shall be audited and certified without qualification by a firm of independent accountants;
 - 14.7.2 submit to the Authority, as soon as they become available (and in any event within three (3) Months of the end of each of its financial half-years and within three (3) Months of the end of each period to which the accounts relate) copies of its un-audited financial statements for that half-year or year (as the case may be) which shall contain an income statement, a balance sheet and a cash flow statement;
 - 14.7.3 ensure that it prepares its financial statements on a basis consistently applied in accordance with generally accepted accounting principles in England and Wales and those financial statements shall give a true and fair view of results of its operations for the period in question and the state of its affairs as at the date to which the financial statements are made up and shall disclose or reserve against all liabilities (actual or contingent) of the Supplier; and
 - 14.7.4 submit to the Authority, within three (3) Months of the end of each Contract Year, a financial statement for that period, including only the income and expenditure relating to this Contract.
- 14.8 The Supplier shall keep books of account in accordance with best accountancy practice with respect to the Contract showing in detail:
 - 14.8.1 expenditure on wages and salaries;
 - 14.8.2 administrative overheads;
 - 14.8.3 expenditure on consumable items;
 - 14.8.4 payments made to Sub-contractors / contractors;
 - 14.8.5 capital and revenue expenditure;
 - 14.8.6 other expenditure incurred by the Supplier in the day-to-day performance of the Contract; and
 - 14.8.7 record of all services obtained at no charge from the Authority or any other government agency.
- 14.9 The Supplier shall have each of the items identified in Clause 14.8 (Audit) above available for inspection by the Authority or its authorised representatives upon reasonable notice, and shall present a report of the same to the Authority as and when requested.

15. **SUPPLIER PERSONNEL**

15.1 The Supplier shall:

- 15.1.1 employ or, subject to the terms of this Contract, engage at all times a sufficient number of Supplier's Personnel to fulfil its obligations under this Contract;
- 15.1.2 ensure that the Supplier's Personnel are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
- 15.1.3 promptly inform and keep the Authority informed in writing of any industrial relations, problems or other matters relating to the Supplier's Personnel which may affect the performance of this Contract;
- 15.1.4 not employ or engage any person where the Supplier knows, or by reason of the circumstances might reasonably be expected to know, that the person concerned is involved in any unlawful procurement of social security benefits or tax exemptions in connection with their employment by or engagement with the Supplier;
- 15.1.5 not make, facilitate or participate in the procurement of any unlawful payments to any of the Supplier's Personnel, whether in the nature of social security fraud, evasion of tax or otherwise;
- 15.1.6 at all times comply with all Law relating to income tax, national insurance contributions and any other related taxes;
- 15.1.7 ensure that any Supplier's Personnel employed or engaged in the provision of the Services have undertaken a Disclosure and Barring Service Check (and are registered for the DBS update service) on the basis of an enhanced disclosure check including a check against the adults' barred list prior to their commencement of the provision of the Services and such other security clearance or vetting requirements as set out in this Contract, provided always that, in respect of Transferring Former Supplier Employees only, the Supplier shall not be in breach of this obligation as at the Services Commencement Date and for a period of up to fourteen (14) weeks thereafter if the Supplier has by the day following the Services Commencement Date submitted (or procured the submission of) properly completed applications for Disclosure and Barring Service Checks (and registrations for the DBS update service) in respect of such Transferring Former Supplier Employees;
- 15.1.8 ensure that all Supplier's Personnel are vetted in accordance with the Supplier's Personnel Vetting Procedures and legal requirements;
- 15.1.9 unless the Authority agrees in writing otherwise, ensure that no person who discloses that they have a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services;
- 15.1.10 refer to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the CAS3 Residents;
- 15.1.11 employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to

- carry out the Services or who may otherwise present a risk to Person(s) on Probation;
- 15.1.12 maintain at all times accurate and up to date records of decision making and actions taken as required by the Safeguarding Vulnerable Groups Act 2006;
 - 15.1.13 ensure that Supplier Personnel are at all times sensitive to needs arising from race, culture, religion, or linguistic background;
 - 15.1.14 Supplier Personnel respect confidentiality of information about Person(s) on Probation;;
 - 15.1.15 Supplier Personnel receive regular mandatory safeguarding training.
 - 15.1.16 within two (2) Working Days of the Authority's request, provide details of the qualifications and competence of any of the Supplier's Personnel employed or engaged by the Supplier or any of its Sub-contractors (or proposed to be employed or engaged by the Supplier or any of its Sub-contractors) and provide a copy of any certification or qualification or competence that has been issued in respect of such person; and
 - 15.1.17 where requested by the Authority acting reasonably (but without obligation to give details of the reason where it has grounds not to do so), remove from the provision of the Services any of the Supplier's Personnel in the accordance with the period of time so directed by the Authority.
- 15.2 Subject to Paragraph 15.1.9, if the Supplier finds or is made aware that any Supplier's Personnel who are or are to be employed or engaged in the provision of the Services has a Relevant Conviction, they must:
- 15.2.1 promptly notify the Authority; and
 - 15.2.2 if they wish for the relevant Supplier's Personnel to be engaged or be employed in the provision of the Services, must obtain the Authority's Approval.
- 15.3 The Authority shall make the ultimate decision as to whether any relevant Supplier's Personnel with a Relevant Conviction may employed or engaged in the Services.
- 15.4 In the event of industrial action by the Supplier's Personnel, the Supplier shall seek the Authority's Approval of its proposals to perform its obligations under this Contract.
- 15.5 If the Supplier's proposals referred to in Clause 15.2 (Supplier Personnel) are considered insufficient or unacceptable by the Authority acting reasonably, then the Authority reserves the right to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice and/or to take such other steps it deems necessary.
- 15.6 The Supplier shall at all times remain responsible for the Supplier's Personnel and the acts and omissions of the Supplier's Personnel. An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that the Supplier's Personnel also do, or refrain from doing, such act or thing.
- 15.7 The Supplier recognises that the Authority has a legitimate interest in ensuring that persons discharging the Authorities' duties, including personnel engaged under or via Authority contracts, such as the Supplier's Personnel are of suitable character and competence to do so lawfully and in accordance with all applicable contractual requirements. Accordingly, the Authority may request from the Supplier, and the Supplier shall where it is able to do so lawfully promptly provide, any information (which may include Personal Data and information obtained during the vetting of the relevant

Official Sensitive

Agreement relating to the Supply of Community Accommodation Services – Tier 3

individual) relating to Supplier's Personnel which the Authority reasonably believes is relevant to determining the Supplier's compliance with this Clause 15 (Supplier Personnel) and/or evaluating any concerns which the Authority may have in relation to the suitability of any of the Supplier's Personnel to perform duties in relation to this Contract. For the avoidance of doubt, any Personal Data shared by the Supplier with the Authority in line with this Clause 15.5 is shared by the Supplier in its capacity as a Data Controller and is not otherwise subject to the relevant Data Protection Legislation obligations under this Contract and any associated Schedules concerning the processing of Authority Personal Data by the Supplier. Any Personal Data shared by the Supplier with the Authority will be processed by the Authority in line with all applicable data protection Law.

- 15.8 The Supplier warrants, represents and undertakes to the Authority that it shall obtain all necessary consents and permissions from the Supplier's Personnel to enable it to fulfil its obligations under this Clause 15 (Supplier Personnel), in particular those obligations relating to the provision of information to the Authority, in accordance with Data Protection Legislation and shall maintain full written records of such consents and permissions.
- 15.9 The Supplier warrants and represents that at all times for the purposes of this Contract it has no reason to believe that any person employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 15.10 The Authority reserves the right to make spot checks at any time to verify the Supplier's compliance with this Clause 15 (Supplier Personnel) insofar as such spot checks are being carried out for the purposes of ensuring compliance with the Authority's statutory duties

16. **KEY PERSONNEL**

- 16.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Contract Period. Schedule 13 (Key Personnel) lists the Key Roles and names of the persons whom the Supplier shall appoint to fill those Key Roles at the Commencement Date.
- 16.2 The Authority may identify any further roles as being Key Roles and, following agreement by the Supplier (such agreement not to be unreasonably withheld or delayed), the relevant persons selected to fill those Key Roles shall be included in the list of Key Personnel.
- 16.3 The identity of each member of Key Personnel shall be subject to the Approval of the Authority, such Approval not to be unreasonably withheld or delayed.
- 16.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under any Exit Plan) unless:
 - 16.4.1 requested to do so by the Authority;
 - 16.4.2 the person concerned resigns, retires, dies or is on maternity or paternity leave or long-term sick leave;
 - 16.4.3 the person's employment or contractual arrangement with the Supplier or Sub-contractor is terminated for material breach of contract by the employee; or
 - 16.4.4 the Supplier obtains the Authority's Approval (such Approval not to be unreasonably withheld or delayed).

- 16.5 The Supplier shall:
- 16.5.1 notify the Authority promptly of the absence of any Key Personnel (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;
 - 16.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 16.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least one (1) Months' notice;
 - 16.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing Personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
 - 16.5.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced.

17. EMPLOYMENT LIABILITY

- 17.1 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of:
- 17.1.1 all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Supplier or any of the Supplier's Personnel; and/or
 - 17.1.2 any income tax, national insurance and social security contributions and any other liability deduction, contribution, assessment or claim arising from or made in connection with the employment or engagement by the Supplier of the Supplier's Personnel in the provision of the Services.

18. SUB-CONTRACTING

- 18.1 Subject to this Clause 18 (Sub-Contracting), the Supplier shall not Sub-contract its rights or obligations under this Contract without the Approval of the Authority (such Approval not to be unreasonably withheld or delayed). For these purposes, the Authority may withhold its Approval to the appointment of a Sub-contractor for reasons including if the Authority reasonably considers that:
- 18.1.1 the appointment of the proposed Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;
 - 18.1.2 the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
 - 18.1.3 the proposed Sub-contractor should be excluded in accordance with Clause 18.2 (Sub-Contracting).

- 18.2 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the PCR or any successor legislation, then:
- 18.2.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor; and
 - 18.2.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not appoint the Sub-contractor and the Supplier shall comply with such a requirement.
- 18.3 The Authority consents to the appointment of the Sub-contractors listed in Schedule 15 (Approved Subcontractors).
- 18.4 The Supplier shall ensure that each Sub-contract in relation to the provision of the Services shall:
- 18.4.1 reflect the principles set out in Schedule 16 (Market Stewardship Principles);
 - 18.4.2 contain a provision to the effect that the Sub-contractor complies with its legal obligations in the fields of environmental, social and labour law;
 - 18.4.3 contain obligations no less onerous on the Sub-contractor than those imposed on the Supplier under this Contract, including those in respect of Clause 8 (Conflicts of Interest), Clause 14 (Audit), Clause 21 (Bribery and Compliance), Clause 22 (Safeguard Against Fraud), Clause 31 (Authority Assets), Clause 32 (Protection of Personal Data), Clause 33 (Confidentiality), Clause 34 (Freedom of Information), Clause 35 (Transparency), Clause 36 (Official Secrets Act 1911 to 1989, Section 182 of the Finance Act 1989), Clause 41 (Insurance);
 - 18.4.4 contain a provision enabling the Supplier to assign novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority or any Replacement Supplier without restriction (including any need to consent or approval) or payment by the Authority or any Replacement Supplier; and
 - 18.4.5 contain a right for the Supplier to terminate the Sub-contract if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law.
- 18.5 If requested by the Authority, within two (2) Working Days of written notice, the Supplier shall provide to the Authority:
- 18.5.1 a copy of any Sub-contract entered into with any Sub-contractor for the purposes of this Contract; and
 - 18.5.2 any other information reasonably requested by the Authority in relation to any Sub-contract or Sub-contractor.
- 18.6 The Authority may require the Supplier to terminate a Sub-contract where:
- 18.6.1 the relevant Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social and/or labour law;
 - 18.6.2 the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 45.1.2 (Termination by the Authority); and/or

- 18.6.3 the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise.
- 18.7 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 18 (Sub-Contracting), the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.
19. **SUPPLY CHAIN PROTECTION**
- 19.1 Where the Supplier or a Sub-contractor enters into a Sub-contract, it shall include within such Sub-contract provisions:
- 19.1.1 requiring the Supplier or the Sub-contractor receiving goods or services under the Sub-contract to consider and verify invoices under that contract in a timely fashion;
- 19.1.2 that if the Supplier or the Sub-contractor (as the case may be) fails to consider and verify an invoice in accordance with Clause 19.1.1 (Supply Chain Protection), the invoice shall be regarded as valid and undisputed for the purposes of Clause 19.1.3 (Supply Chain Protection) after a reasonable time has passed;
- 19.1.3 requiring the Supplier or Sub-contractor (as the case may be) to pay any undisputed sums which are due from it to their Sub-contractor within a specified period not exceeding thirty (30) days of verifying that invoice is valid and undisputed;
- 19.1.4 giving the Authority the right to publish both the Supplier's and the Sub-contractor's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- 19.1.5 requiring each Sub-contractor to include a clause to the same effect as this Clause 19.1 (Supply Chain Protection) in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.
20. **STAFF TRANSFER**
- 20.1 The Parties agree that¹:
- 20.1 on the commencement of the provision of any of the Services or any part of the Services Part C of Schedule 14 shall apply and Parts A, B and D of Schedule 14 (Staff Transfer) shall not apply; and
- 20.2 on the expiry or termination of the Services or any part of the Services, Part E of Schedule 14 (Staff Transfer shall apply.

21. **BRIBERY AND COMPLIANCE**

21.1 The Supplier shall not, and shall procure the Supplier's Personnel shall not, during the Contract Period:

21.1.1 commit a Prohibited Act; or

21.1.2 do or suffer anything to be done which would cause the Authority or any of the Supplier's Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

21.2 The Supplier warrants and represents to the Authority that neither it, nor to the best of its knowledge any of the Supplier's Personnel, have at any time prior to the Commencement Date:

21.2.1 committed a Prohibited Act or been formally notified that is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

21.2.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

21.3 The Supplier shall:

21.3.1 in relation to this Clause 21 (Bribery and Compliance), act in accordance with the Relevant Requirements;

21.3.2 immediately notify the Authority if it suspects or becomes aware of any breach of this Clause 21 (Bribery and Compliance); and

21.3.3 respond promptly, and in any event within two (2) Working Days, to any of the Authority's enquiries regarding any breach, potential breach or suspected breach of this Clause 21 (Bribery and Compliance) and the Supplier shall co-operate with any investigation and allow the Authority, or such third party it elects, to audit the Supplier's books, records and any other relevant documentation in connection with the breach.

21.4 If the Supplier, the Supplier's Personnel or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge, is in Default under this Clause 21 (Bribery and Compliance) and/or 38.1.4 (Warranties, Undertakings and Representations) then without prejudice to the Authority's other rights or remedies:

21.4.1 the Authority shall be entitled to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and

21.4.2 the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with such Default.

Promoting Tax Compliance

21.5 If, at any point during this Contract an Occasion of Tax Non-Compliance occurs the Supplier shall:

21.5.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

21.5.2 promptly, and in any event within two (2) Working Days of the notification being submitted in accordance with Clause 21.5.1 (Bribery and Compliance), provide to the Authority:

- (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

22. SAFEGUARD AGAINST FRAUD

- 22.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier and/or the Supplier's Personnel.
- 22.2 The Supplier shall immediately notify the Authority in writing if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur, save where complying with this provision would cause the Supplier and/or the Supplier's Personnel to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 22.3 If the Supplier and/or the Supplier's Personnel commit Fraud, then without prejudice to the Authority's other rights or remedies:
- 22.3.1 the Authority shall be entitled to terminate this Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and
 - 22.3.2 the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with any breach of Clause 22 (Safeguard against Fraud).

23. HEALTH AND SAFETY

- 23.1 The Supplier shall perform its obligations under this Contract (including those in relation to the Services) in accordance with:
- 23.1.1 all applicable Law regarding health and safety; and
 - 23.1.2 the Authority's health and safety policy.
- 23.2 The Supplier shall notify the Authority as soon as practicable of any health and safety incidents or material health and safety hazards at the Accommodation and/or relating to Persons on Probation of which it becomes aware and which relate to or arise in connection with the performance of this Contract, including but not limited to any health and safety related Major Incidents or Reportable Incidents. The Supplier shall instruct their Supplier's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

24. DISCRIMINATION

- 24.1 In providing the Services the Supplier shall comply with the Equality Act 2010 and all applicable amendments, regulations and codes of practice or any future or other legislation which concerns discrimination in employment and service delivery (the 'Equalities Provisions').
- 24.2 The Supplier shall take all reasonable steps to procure the observance of the Equalities Provisions by the Supplier's Personnel engaged in the provision of the Services.

- 24.3 The Supplier shall provide such information as the Authority may reasonably require for the purpose of assessing the Supplier's compliance with Clause 24.1 and Clause 24.2 (Discrimination).
- 24.4 The Supplier shall notify the Authority immediately in writing upon becoming aware of any investigation or legal proceedings brought against the Supplier and/or the Supplier's Personnel (involved in the provision of the Services) under the Equalities Provisions.
- 24.5 In the event of any finding of unlawful discrimination being made against the Supplier and/or the Supplier's Personnel under the Equalities Provisions, whether such event happened before the Commencement Date or during the Contract Period, the Supplier shall immediately inform the Authority of this finding and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Authority to prevent repetition of the unlawful discrimination.
- 24.6 In the event of repeated findings of unlawful discrimination against the Supplier during the Contract Period (whether arising from the same or different acts or omissions, and regardless of any steps it has taken in accordance with Clause 24.5 (Discrimination) above) the Authority shall, without prejudice to its other rights and remedies, be entitled to terminate this Contract by serving notice in writing on the Supplier with effect from the date specified in that notice.
- 24.7 If requested to do so by the Authority, the Supplier shall, and shall procure the Supplier's Personnel shall, at its own expense, fully co-operate with the Authority in connection with any investigation, legal proceedings, ombudsman inquiries or arbitration in which the Authority may become involved arising from any breach of the Authority's duties under the Equalities Provisions due to the alleged acts or omissions of the Supplier and/or the Supplier's Personnel.

25. **CHANGE IN LAW**

- 25.1 Subject to Clause 25.2, the Supplier shall neither be relieved of its obligations to supply the Services in accordance with this Contract nor be entitled to an increase in the payments due under this Contract as a result of a Change in Law. This includes the imposition of any tariffs in the UK or elsewhere.
- 25.2 Subject to Authority Approval, any change to either Party's obligations resulting from a Change in Law shall be implemented in accordance with the Change Control Procedure.

26. **INTELLECTUAL PROPERTY**

- 26.1 Except as expressly set out in this Contract:
- 26.1.1 the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
- (a) Supplier Assets; and
 - (b) Supplier Background IPR.
- 26.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
- (a) Authority Materials; and
 - (b) Authority Background IPR.

27. LICENCES GRANTED BY THE SUPPLIER

27.1 The Supplier hereby grants to the Authority, or shall procure the direct grant to the Authority of, a royalty free, irrevocable, transferable, non-exclusive licence to use the:

27.1.1 Supplier Assets; and

27.1.2 Supplier Background IPR,

for any purpose relating to the Services or the Replacement Services.

27.2 The licence granted in Clause 27.1 (Licences Granted by the Supplier) includes the right for the Authority to grant sub-licences to other bodies of the Crown, to the Replacement Supplier(s) and to any Other Supplier, provided in each case that the sub-licence is on terms no broader than the licence granted to the Authority.

27.3 The licence granted in Clause 27.1 (Licences Granted by the Supplier) shall remain in force for the Contract Period provided that if any Supplier Background IPR is embedded in or an integral part of any of the Deliverables, the licence granted shall be a royalty free, irrevocable, sub-licensable, transferable, non-exclusive, perpetual licence for the Authority and its sub-licensees to enjoy the full benefit of the relevant Deliverables.

28. LICENCES GRANTED BY THE AUTHORITY

28.1 The Authority hereby grants to the Supplier a royalty-free, revocable, non-transferable, non-exclusive licence during the Contract Period to use the:

28.1.1 Deliverables;

28.1.2 Authority Materials; and

28.1.3 Authority Background IPR,

solely to the extent necessary for performing the Services in accordance with this Contract.

28.2 The licence granted in Clause 28.1 (Licences Granted by the Authority) includes the right for the Supplier to grant sub-licences to its Sub-contractors only on the same terms provided that:

28.2.1 the sub-licences shall not be capable of being further sub-licensed by the Sub-contractors;

28.2.2 any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 33 (Confidentiality); and

28.2.3 the sub-licence is granted solely to the extent necessary for performing the Services in accordance with this Contract.

28.3 The licence referred to in Clause 28.1 (Licences Granted by the Authority) and any sub-licence granted pursuant to Clause 28.2 (Licences Granted by the Authority) shall terminate automatically at the end of the Contract Period (or, if earlier, on written notice to the Supplier from the Authority) and the Supplier shall promptly thereupon deliver to the Authority (or, if the Authority so elects in relation to some or all of the material destroy and certify that it has done so) in the format and media requested, all materials and all copies thereof licensed by the Authority to the Supplier pursuant to Clause 28.1 (Licences Granted by the Authority) or by the Supplier to its Sub-contractor(s) pursuant to Clause 28.2 (Licences Granted by the Authority) (as the case may be) in the Supplier's or any Sub-contractor's respective possession or control.

29. ASSIGNMENT OF THE DELIVERABLES

- 29.1 The Supplier hereby assigns to the Authority, with full title guarantee, title to and all rights and interests in the Deliverables or shall procure that the owner of the Deliverables assigns them to the Authority on the same basis.
- 29.2 The assignment under Clause 29.1 (Assignment of the Deliverables) shall take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Deliverables, as applicable.
- 29.3 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under this Contract.
- 29.4 If requested to do so by the Authority, the Supplier shall without charge to the Authority execute all documents and do such further acts as the Authority may require to perfect the assignment under Clause 29.1 (Assignment of the Deliverables) or shall procure that the first owner of the Deliverables does so on the same basis.
- 29.5 Where the Supplier acquires, by operation of law, title to the Deliverables that is inconsistent with the allocation of title set out in Clause 29.1 (Assignment of the Deliverables), it shall assign such Deliverables as it has acquired to the Authority in accordance with this Clause 29.5 (Assignment of the Deliverables) or, where relevant, shall procure that the owner of the Deliverables does so on the same basis.

30. IPR INDEMNITY

- 30.1 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services (including any Deliverables and/or other materials licensed or supplied to the Authority or Indemnified Persons (whether directly or indirectly)) and shall indemnify the Authority and the Indemnified Persons and keep each indemnified and hold each harmless from and against all Losses which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this Clause 30.1 (IPR Indemnity).
- 30.2 The Authority shall, and shall use its reasonable endeavours to procure the Indemnified Persons shall, notify the Supplier in writing of any claim or demand brought against it for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.
- 30.3 Save where the Authority has given written notice in accordance with Clause 40.1 (Conduct of Claims) (in which case the provisions of Clause 40 (Conduct of Claims) shall apply instead of this Clause 30.3 and Clauses 30.4 and 30.5 (IPR Indemnity)) the Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier shall:
- 30.3.1 consult the Authority and any Indemnified Persons on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 30.3.2 take due and proper account of the interests of the Authority and Indemnified Persons; and
 - 30.3.3 not settle or compromise any claim without the Authority's Approval (not to be unreasonably withheld or delayed).
- 30.4 The Authority shall, and shall use its reasonable endeavours to procure the Indemnified Persons shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority, Supplier or Indemnified Persons by a third party for infringement

Official Sensitive

Agreement relating to the Supply of Community Accommodation Services – Tier 3

or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under this Contract and the Supplier shall on demand indemnify the Authority and the Indemnified Persons and keep each indemnified and hold each harmless from and against all Losses which the Authority and Indemnified Persons may suffer or incur in doing so.

30.5 The Authority shall not, and shall use its reasonable endeavours to procure the Indemnified Persons shall not, make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority, Indemnified Persons or the Supplier in materials supplied or licensed by the Supplier under this Contract.

30.6 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier is made in connection with this Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall immediately notify the Authority and Indemnified Persons and, at its own expense and subject to the Approval of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

30.6.1 modify any or all of the Services (which for the purposes of this Clause 30.6 (IPR Indemnity) shall include any Deliverables and/or other materials licensed or supplied to the Authority or Indemnified Persons (whether directly or indirectly)) without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

30.6.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority;

and in the event that the Supplier is unable to comply with Clauses 30.6.1 or 30.6.2 (IPR Indemnity) within twenty (20) Working Days of receipt of the Supplier's notice the Authority shall, without prejudice to its other rights and remedies, be entitled to terminate this Contract by notice in writing to the Supplier with effect from the date specified in that notice.

31. **AUTHORITY ASSETS**

31.1 The Supplier shall, and shall procure the Supplier's Personnel shall, comply with the requirements of Schedule 12 (Information Security).

31.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Materials and Deliverables.

31.3 To the extent that Authority Materials and/or Deliverables are held and/or processed by the Supplier or any of the Supplier's Personnel on its behalf, the Supplier shall (and shall procure that the Supplier's Personnel shall):

31.3.1 preserve the integrity and maintain in good order and condition the Authority Materials and Deliverables and shall prevent the corruption, loss or damage of or to Authority Materials and Deliverables including any copy thereof;

31.3.2 promptly return the Authority Materials and Deliverables (and all copies thereof) to the Authority upon its request at no additional cost and in the format and on the media requested by the Authority from time to time (save, in respect of the return of Personal Data, where the Supplier is required to store such Personal Data by Law);

- 31.3.3 destroy, and procure its Sub-contractors destroy, all Authority Materials and/or Deliverables upon the earlier of:
- (a) the expiry of the applicable Retention Period; or
 - (b) the written request of the Authority,
- (save, in respect of the destruction of Personal Data, where the Supplier is required to store such Personal Data by Law) and following the destruction of such Authority Materials and/or Deliverables, certify that it has done so (including providing any disposal certificates which may be required under Schedule 12 (Information Security));
- 31.3.4 without prejudice to any other rights or remedies the Authority may have, permit the Authority and its respective agents to enter upon the Supplier Premises and/or the Accommodation during normal business hours on reasonable notice to remove the Authority Materials and/or Deliverables; and
- 31.3.5 at the request of the Authority, store such items separately and ensure that they are clearly identifiable as belonging to the Authority.
- 31.4 Authority Materials shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority in writing within five (5) Working Days of receipt of the Authority Materials.
- 31.5 In the event that through any Default of the Supplier and/or the Supplier's Personnel, Authority Data or Authority Personal Data is either lost, corrupted, degraded or damaged, the Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with any such Default.
- 32. PROTECTION OF PERSONAL DATA**
- 32.1 The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Legislation. With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Authority is the Data Controller and the Supplier is the Data Processor with respect of the Supplier's Processing of the Authority Personal Data. A detailed description of the data Processing activities, including the Personal Data concerned, is set out in Schedule 18 (Data Processing). Each of the Parties acknowledges and agrees that Schedule 18 (Data Processing) is an accurate description of the data Processing activities.
- 32.2 The Supplier shall:
- 32.2.1 at all times comply with the requirements of the Data Protection Legislation and shall take such steps as are requested by the Authority to enable the Authority to comply with its obligations under Data Protection Legislation, including by providing such assistance to the Authority as is contemplated by Article 28(3)(e) and (f) (Processor) of the UK GDPR and entering into such further agreements as are necessary to enable the Authority to comply with its obligations under Data Protection Legislation;
 - 32.2.2 ensure that at all times it has in place appropriate technical and organisational measures to:
 - (a) ensure the security, integrity and confidentiality of the Authority Personal Data; and
 - (b) to guard against unauthorised or unlawful Processing of the Authority Personal Data and against accidental loss or destruction

of, or damage to, the Authority Personal Data (including accidental loss, damage or destruction of the Authority Personal Data) and such measures shall, at a minimum, meet the requirements of Data Protection Legislation (including the requirements of Article 32 (Security of processing) of the UK GDPR);

- 32.2.3 without prejudice to 32.2.2, comply with the provisions of Schedule 12 (Information Security) and ensure that any technical and organisational measures are to a standard no less than that set out in that Schedule 12 (Information Security);
- 32.2.4 promptly, and in any event within two (2) Working Days, provide the Authority such information as the Authority may reasonably request to satisfy itself that the Supplier is complying with its obligations under this Contract and the Data Protection Legislation;
- 32.2.5 comply with any notification requirements under the Data Protection Legislation;
- 32.2.6 in the event of any change in Data Protection Legislation subsequent to the Commencement Date take such steps (including agreeing to additional obligations and/or executing additional documents) as may be requested by the Authority to ensure that the Processing by the Supplier of Authority Personal Data complies with Data Protection Legislation;
- 32.2.7 immediately notify the Authority in writing:
 - (a) of any unlawful or unauthorised Processing of any Authority Personal Data or if any Authority Personal Data is disclosed in breach of this Contract and/or any breach of the security measures to be put in place under this Contract or if any Authority Personal Data is lost or stolen, and shall provide such assistance in relation to each of the foregoing as is requested by the Authority;
 - (b) if in the Supplier's opinion, the Supplier's compliance with Clause 32.2.10 (Protection of Personal Data) would breach a requirement of applicable Law (including Data Protection Legislation); and
 - (c) if in the Supplier's opinion, an instruction from the Authority breaches a requirement of applicable Law (including Data Protection Legislation).
- 32.2.8 ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the Data Protection Legislation;
- 32.2.9 Process the Authority Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified in writing by the Authority to the Supplier during the Contract Period) unless required to do otherwise by Law;
- 32.2.10 subject to Clause 32.2.9 (Protection of Personal Data), Process the Authority Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services and as described in Schedule 18 (Data Processing);
- 32.2.11 ensure that access to the Authority Personal Data is strictly limited to those of the Supplier's Personnel who reasonably require access to the Authority Personal Data in order to meet the Supplier's obligations under this Contract;

- 32.2.12 take all reasonable steps to ensure the reliability of any Supplier's Personnel who have access to the Authority Personal Data and ensure that the Supplier's Personnel:
- (a) are informed of the confidential nature of the Authority Personal Data, have entered into appropriate legally binding confidentiality undertakings and comply with the Supplier's obligations set out in this Clause 32 (Protection of Personal Data) and otherwise under this Contract;
 - (b) are aware of the confidential nature of the Authority Personal Data and do not publish, disclose or divulge any of the Authority Personal Data to any third party unless directed in writing to do so by the Authority; and
 - (c) have undergone adequate training in the use, care, protection and handling of Authority Personal Data, including any training set out in Schedule 12 (Information Security);
- 32.2.13 notify the Authority within five (5) Working Days if it receives:
- (a) a request from a Data Subject (or a third party on their behalf) to have access to that person's Personal Data and shall not disclose any Authority Personal Data in response to such Data Subject request without the Authority's prior written consent;
 - (b) a complaint or request relating to the Authority's obligations under the Data Protection Legislation; or
 - (c) any communication from the Information Commissioner or any other regulatory authority in connection with the obligations of the Authority in relation to Data Protection Legislation;
- 32.2.14 provide the Authority with full co-operation and assistance within reasonable time scales in relation to any complaint made or requests received in relation to Authority Personal Data, including by promptly, and in any event within two (2) Working Days, providing:
- (a) the Authority with full details of the complaint or request;
 - (b) such assistance and information as is reasonably requested to enable the Authority to comply with the request or complaint within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's instructions; and
 - (c) the Authority with any Authority Personal Data it holds in relation to a Data Subject;
- 32.2.15 provide, within a reasonable timescale, a written description of the technical and organisational methods employed by the Supplier for the purpose of compliance with its obligations under this Clause 32 (Protection of Personal Data) and provide to the Authority copies of all documentation relevant to such compliance including protocols, procedures, guidance, training and materials; and
- 32.2.16 not Process Authority Personal Data outside of the United Kingdom without the Approval of the Authority and if the Authority approves to a transfer:
- (a) comply with any reasonable instructions notified to it by the Authority;

- (b) at the request of the Authority, enter into or procure the recipient of the Authority Personal Data enters into such data transfer agreement as may be required by the Authority which may include any data transfer agreement which is approved or recognised by a data protection regulator; and
 - (c) take such other steps as are required by the Authority to enable the Processing of Authority Personal Data outside the United Kingdom (and if the Authority approves to the Processing of Authority Personal Data within the European Economic Area, then outside of that area) to take place in accordance with Data Protection Legislation.
- 32.3 The Supplier shall not Sub-contract the Processing of Personal Data without the Approval of the Authority (such Approval not to be unreasonably withheld or delayed). In the event that the Authority gives its Approval to the appointment of a sub-processor, the Supplier shall ensure that, prior to any Processing of Personal Data by the sub-processor, the Supplier enters into an agreement with the sub-processor on terms that provide no less protection for Personal Data than those set out in this Clause 32 (Protection of Personal Data). The Authority may subsequently withdraw its consent to the engagement of a sub-processor where it has reasonable grounds for doing so (including where the Authority has concerns over the ability of the sub-processor to Process the Personal Data in the manner contemplated by this Clause 32 (Protection of Personal Data)) and in such circumstances the Supplier shall cease to use the sub-processor to Process Personal Data. The Supplier shall remain fully responsible for the acts and omissions of any sub-processor appointed in accordance with this Clause 32.3 (Protection of Personal Data) and the acts and omissions of those employed or engaged by the sub-processor as if they were its own.
- 32.4 Without prejudice to the Authority's rights under Clause 14 (Audit), the Supplier shall provide the Authority with all information requested by the Authority to enable the Authority to verify the Supplier's and each sub-processor's compliance with this Clause 32 (Protection of Personal Data) including the Authority being entitled to inspect, test and audit or appoint any Auditors to inspect, test and audit all facilities, premises, equipment, systems, documents and electronic data relating to the Processing of Personal Data by or behalf of the Supplier. The Supplier shall provide (and shall procure that each sub-processor provides) full cooperation and assistance in relation to each inspection, test and audit.
- 32.5 Without prejudice to the Authority's other rights and remedies, in the event that the Authority or the Auditors identify any non-compliance with this Clause 32 (Protection of Personal Data), the Supplier shall:
 - 32.5.1 remedy the non-compliance and shall take such steps as the Authority reasonably requests for this purpose; and
 - 32.5.2 pay the Authority on demand the reasonable costs incurred by the Authority and any Auditor undertaking the audit.
- 32.6 The Supplier shall at all times on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority may suffer or incur as a result of or in connection with any breach of this Clause 32 (Protection of Personal Data).
- 32.7 The provisions of this Clause 32 (Protection of Personal Data) shall apply during the Contract Period and for so long as the Supplier processes any Authority Personal Data.
- 32.8 In relation to Personal Data processed for Law Enforcement Purposes, the Supplier shall:

- 32.8.1 maintain logs for its processing operations in respect of:
 - a) collection;
 - b) alteration;
 - c) consultation
 - d) disclosure (including transfers)
 - e) combination; and
 - f) erasure;
 - (together the “**Logs**”)
- 32.8.2 ensure that:
 - a) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the Personal Data;
 - b) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the Personal Data; and
 - c) the Logs are made available to the Information Commissioner on request;
- 32.8.3 use the Logs only to:
 - a) verify the lawfulness of Processing;
 - b) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
 - c) ensure the integrity of Personal Data; or
 - d) assist with criminal proceedings;
- 32.8.4 as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- 32.8.5 where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:
 - a) persons suspected of having committed or being about to commit a criminal offence;
 - b) persons convicted of a criminal offence;
 - c) persons who are or maybe victims of a criminal offence; and
 - d) witnesses or other persons with information about offences.

33. **CONFIDENTIALITY**

- 33.1 To the extent that either Party discloses Confidential Information to the other the Receiving Party shall comply with this Clause 33 (Confidentiality).
- 33.2 Except to the extent set out in this Clause 33 (Confidentiality) or where disclosure is expressly permitted elsewhere in this Contract, the Receiving Party shall:
 - 33.2.1 treat all Confidential Information belonging to the Disclosing Party as confidential and safeguard it accordingly; and
 - 33.2.2 not disclose any Confidential Information belonging to the Disclosing Party to any other person without written approval of the Disclosing Party.
- 33.3 Subject to Clause 33.4 (Confidentiality), the Supplier may only disclose the Confidential Information of the Authority to:
 - 33.3.1 the Supplier’s Personnel who are directly involved in the provision of the Services and need to know such Confidential Information for the provision of the Services;

- 33.3.2 its auditors;
 - 33.3.3 its professional advisors for the purposes of obtaining advice in relation to this Contract; and
 - 33.3.4 an Assignee (and its employees, professional advisors, auditors or group companies) of the right to receive the Monthly Contract Price (together with other rights) in accordance with Clause 52 (Assignment and Novation), for purposes relating to the exercise and enforcement of such right.
- 33.4 Where the Supplier discloses the Confidential Information of the Authority in accordance with Clause 33.3 (Confidentiality) it shall:
- 33.4.1 ensure that the Supplier's Personnel shall not use or exploit any of the Confidential Information received from or on behalf of the Authority otherwise than to enable the performance of the Supplier's obligations under this Contract;
 - 33.4.2 ensure that its auditors and professional advisors shall not use or exploit any of the Confidential Information received from or on behalf of the Authority otherwise than in respect of providing advice to the Supplier in respect of this Contract;
 - 33.4.3 ensure that an Assignee of the right to receive the Monthly Contract Price (together with other rights) in accordance with Clause 52 (Assignment and Novation), and the employees, professional advisors, auditors and group companies of any such Assignee, shall not use or exploit any of the Confidential Information received from or on behalf of the Authority otherwise than for purposes relating to the exercise and enforcement of such right;
 - 33.4.4 ensure that the Supplier's Personnel, auditors and professional advisors, and any Assignee and the employees, professional advisors, auditors and group companies of any such Assignee as are referred to in Clause 33.3.4 (Confidentiality), are aware of and comply with the Supplier's confidentiality obligations under this Contract; and
 - 33.4.5 at the written request of the Authority, procure that the Supplier's Personnel, auditors and professional advisors and any Assignee as is referred to in Clause 33.3.4 (Confidentiality) that the Authority deems necessary sign a confidentiality undertaking on similar terms to this Contract for the benefit of the Authority prior to commencing any work in accordance with this Contract.
- 33.5 In respect of the Confidential Information of the Authority, the Supplier undertakes:
- 33.5.1 to maintain adequate security arrangements that meet the requirements of Good Industry Practice, including the security arrangements set out in Schedule 12 (Information Security);
 - 33.5.2 immediately notify the Authority of any Breach of Security in relation its Confidential Information obtained in the performance of this Contract and shall:
 - (a) keep a record of such breaches;
 - (b) use its best endeavours to recover the Confidential Information however it may have been recorded, which has been lost or corrupted due to any act or omission of the Supplier or the Supplier's Personnel;

- (c) co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any Breach of Security in relation to the Confidential Information; and
 - (d) at its own expense, alter any security systems used in connection with the performance of this Contract at any time during the Contract Period at the request of the Authority if the Authority believes (acting reasonably) the Supplier has failed to comply with this Clause 33 (Confidentiality).
- 33.6 Where the Supplier discloses Confidential Information of the Authority pursuant to Clause 33.3 (Confidentiality), it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 33.7 Clause 33.2 (Confidentiality) shall not apply to any Confidential Information received by one Party from another to the extent that:
 - 33.7.1 it was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - 33.7.2 such information was obtained from a third party who lawfully acquired it and who is under no obligation of restricting its disclosure;
 - 33.7.3 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; and/or
 - 33.7.4 it is independently developed without access to the other Party's Confidential Information.
- 33.8 Nothing in this Contract shall prevent the Authority from disclosing the Supplier's Confidential Information:
 - 33.8.1 to the Supplier's Personnel, its professional advisors and Auditors for any purpose relating to or connected with this Contract;
 - 33.8.2 to any Crown body on the understanding that they shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of the Crown (unless disclosure is required by Law or is permitted under this Contract);
 - 33.8.3 for the purpose of the examination and certification of the accounts of the Authority;
 - 33.8.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 33.8.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 33.8.6 to the extent that the Authority (acting reasonably) deems disclosure necessary in the course of carrying out its public functions; and/or
 - 33.8.7 to a proposed transferee, Assignee or novatee of, or successor in title to the Authority.
- 33.9 The Receiving Party may disclose the Confidential Information of the Disclosing Party where such Confidential Information must be disclosed pursuant to Law (including any

Official Sensitive

Agreement relating to the Supply of Community Accommodation Services – Tier 3

requirements for disclosure under FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations) provided that, where a party is seeking to disclose Confidential Information of another under this Clause 33.9 (Confidentiality). it shall, to the extent permitted by Law, notify the original Disclosing Party of the full circumstances of the required disclosure and shall co-operate with that Disclosing Party to limit any such disclosure so far as legally possible.

33.10 Nothing in this Clause 33 (Confidentiality) shall prevent a Party from using any techniques, ideas or Know-How gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of such party's Confidential Information or an infringement of its Intellectual Property Rights.

33.11 This Clause 33 (Confidentiality) shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

34. **FREEDOM OF INFORMATION**

34.1 The Supplier acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations.

34.2 The Supplier shall and shall procure that the Supplier's Personnel shall:

34.2.1 assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations;

34.2.2 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information; and

34.2.3 promptly provide and in any event within two (2) Working Days of request, the Authority with a copy of all Information that is relevant to a Request for Information and in its possession, or power in the form that the Authority requires (or such other period as the Authority may specify).

34.3 In no event shall the Supplier respond directly to a Request for Information without prior Approval of the Authority.

34.4 The Supplier acknowledges that (notwithstanding the provisions of this Clause 34 (Freedom of Information)) the Authority may be obliged under FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier and/or the Services (including its Confidential Information and Commercially Sensitive Information):

34.4.1 in certain circumstances without consulting the Supplier; or

34.4.2 following consultation with the Supplier and having taken their views into account,

provided always that where Clause 34.4.1 (Freedom of Information) applies the Authority shall take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

34.5 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Authority and any Auditors to inspect such records as requested from time to time.

35. **TRANSPARENCY**

35.1 Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety (subject only to redaction of any information that the Authority determines is exempt from disclosure in accordance with the provisions of FOIA) including any agreed Contract Changes.

35.2 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 35.1 (Transparency) but the Authority shall have the final decision in its absolute discretion.

35.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this Contract.

36. **OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989**

36.1 The Supplier shall comply with and shall ensure that the Supplier's Personnel comply with the provisions of:

36.1.1 the Official Secrets Acts 1911 to 1989; and

36.1.2 Section 182 of the Finance Act 1989.

36.2 In the event that the Supplier and the Supplier's Personnel fail to comply with this Clause 35 (Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989), without prejudice to its other rights and remedies, the Authority shall be entitled to terminate this Contract by serving notice in writing with effect from the date specified in that notice.

37. **PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

37.1 The Supplier shall not make any press announcements or publicise this Contract or any part thereof in any way, except with the prior Approval of the Authority.

37.2 The Supplier shall not have any right to use any of the names, logos or trademarks of the Authority without its Approval.

38. **WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS**

38.1 The Supplier warrants, represents and undertakes to the Authority that:

38.1.1 it has full capacity and authority and all Necessary Consents (and has and will maintain sufficient working capital) to enter into and perform its obligations under this Contract;

38.1.2 this Contract is executed by a duly authorised representative of the Supplier;

38.1.3 all information, statements, warranties and representations made in the procurement process, including those contained in the Service Solution, and (unless otherwise agreed by the Authority in writing) any other document which resulted in the award to the Supplier of this Contract are true, accurate and not misleading and it shall promptly advise the Authority in writing of any fact, matter or circumstances of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading;

38.1.4 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

- 38.1.5 neither it, nor to the best of its knowledge, the Supplier's Personnel, have:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed on any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) committed any Fraud.
- 38.1.6 it has not entered into any agreement with any other person with the aim of preventing tenders being made or to fix or adjust the amount of any tender or the conditions on which any tender is made in respect of this Contract;
- 38.1.7 it has not caused or induced any person to enter any such agreement as is referred to in Clause 38.1.6 (Warranties, Undertakings and Representations);
- 38.1.8 it has notified the Authority in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 38.1.9 within the previous twelve (12) months, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist;
- 38.1.10 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of the Supplier Assets and/or the Accommodation which will or might affect its ability to perform its obligations under this Contract;
- 38.1.11 it has notified the Authority in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- 38.1.12 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 38.1.13 it has all necessary rights in and to the Supplier Background IPR and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Authority;
- 38.1.14 it is not subject to any contractual obligation, compliance with which will be likely to have an adverse effect on its ability to perform its obligations under this Contract;

- 38.1.15 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 38.1.16 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier Assets or revenue;
- 38.1.17 in the three (3) years prior to the date of this Contract (or, if the Supplier has been in existence for less than three (3) years, in the whole of such shorter period) it has:
- (a) conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles in England and Wales; and
 - (b) it has not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under this Contract;
- 38.1.18 the Services will be performed in accordance with the standards set out in this Contract;
- 38.1.19 all Supplier's Personnel employed or engaged by the Supplier for the provision of the Services have been and will continue to be vetted and recruited to a standard that meets or exceeds the terms of this Contract;
- 38.1.20 use of the Deliverables, Supplier Assets and/or Accommodation and the Intellectual Property Rights in them (including Supplier Background IPR) shall not infringe the rights of any third parties;
- 38.1.21 the Deliverables and the Supplier Assets made available by the Supplier will each be materially free of defects and errors including viruses, bugs, malware, spyware and malicious code;
- 38.1.22 the Deliverables will each conform in all material respects to the Service Specification (and, where applicable, any specification set out in the Mobilisation Plan and/or Exit Plan);
- 38.1.23 the Supplier's ICT systems and other systems used in the provision of the Services and including the Caseload Management System will be coded so as to minimise (to the extent reasonably practicable and in accordance with Good Industry Practice) vulnerability to web application attacks of a type known to the Supplier (or would have been known about by a reasonably competent practitioner in the field);
- 38.1.24 it uses all up-to-date versions of firewall and anti-virus protection applications in accordance with Good Industry Practice to prevent the introduction into the Supplier's systems and other systems used in the provision of the Services (including the Caseload Management System) of any viruses, containments or any other disabling attacks of any kind through the Supplier's systems or the provision of the Services;
- 38.1.25 as at the Commencement Date:
- (a) it has not created or permitted to subsist any Encumbrance over any Service Property; and/or

- (b) it has not entered into or agreed to enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Service Property;

38.1.26 at any time during the Contract Period and the Exit Period:

- (a) it will not create or permit to subsist any Encumbrance over any Service Property; and/or
- (b) it will not enter into or agree to enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Service Property;

38.1.27 there is no conflict between its charitable objects and its role as Supplier, and there are no grounds on which the documents by which it is incorporated, constituted and governed prevent it from performing the role of Supplier; and

38.1.28 any funding it is in receipt of which constitutes a subsidy is compliant with the UK subsidy control regime and the Subsidy Control Act 2022, and that it shall act in a manner which remains compliant with the UK subsidy control regime and the Subsidy Control Act 2022 in respect of the use of such funding for the duration of the Contract Period.

38.2 The Supplier shall promptly notify the Authority in writing if it becomes aware that a warranty, undertaking or representation given by it under this Contract has been breached, is untrue or is misleading or any fact, matter or circumstance of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading if repeated, giving the Authority sufficient detail to enable it to make an accurate assessment of the situation.

38.3 The fact that any provision within this Contract is expressed as a warranty, undertaking or representation shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier.

38.4 The Authority represents and warrants that:

38.4.1 it has full capacity and authority to enter into and to perform this Contract;

38.4.2 this Contract is executed by its duly authorised representative; and

38.4.3 there are no actions, suits or proceedings or regulatory investigations before any Court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract.

39. **LIMITATION OF LIABILITY**

39.1 Neither Party excludes or limits liability to the other Party for:

39.1.1 death or personal injury caused by its negligence, or that of its Personnel;

39.1.2 Fraud or fraudulent misrepresentation by it or its Personnel;

39.1.3 any breach of any obligations imposed by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

39.1.4 any liability to the extent it cannot be limited or excluded by Law.

- 39.2 The Supplier's liability shall be unlimited in respect of:
- 39.2.1 the indemnities given under Clauses 7 (Supplier Assets), 9 (Monthly Contract Price), 17 (Employment Liability), 20 (Staff Transfer), 21 (Bribery and Compliance), 22 (Safeguard against Fraud), 30 (IPR Indemnity), 30 (Authority Assets) and 32 (Protection of Personal Data) and Schedule 11 (Exit/Handback Provisions) and Schedule 14 (Staff Transfer); and
 - 39.2.2 any costs incurred in respect of repairing damage to Accommodation caused by Persons on Probation in accordance with Section C13 of Schedule 1 (Specification).
- 39.3 Subject to Clauses 39.1, 39.2 and 39.5 (Limitation of Liability) the Supplier's aggregate liability in any twelve (12) Month period commencing on the Commencement Date or any anniversary of such date in respect of all Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Supplier (whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed the higher of:
- 39.3.1 an amount equal to 100% aggregate of the sum of the Monthly Contract Price paid and/or due to be paid to the Supplier under this Contract in the twelve (12) Month period immediately preceding the occurrence of the Default; or
 - 39.3.2 one million pounds (£1,000,000),
- provided that where any Losses referred to in this Clause 39.3 (Limitation of Liability) have been incurred by the Authority as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the Supplier's liability shall be unlimited.
- 39.4 Subject to Clauses 39.1 and 39.5 (Limitation of Liability) and without prejudice to the Authority's obligation to pay the Monthly Contract Price and any other amounts properly due from it to the Supplier the Authority's aggregate liability:
- 39.4.1 arising under Schedule 14 (Staff Transfer), Part C shall in no event exceed the sum of £500,000; and
 - 39.4.2 in any twelve (12) Month period commencing on the Commencement Date or any anniversary of such date in respect of all other Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Authority (whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed the sum of one million pounds (£1,000,000), provided always that any amounts paid by the Authority in accordance with Clauses 39.4.1 (Limitation of Liability) above shall be separate to and shall not be taken account of when calculating the Authority's liability against this cap.
- 39.5 Subject to Clause 39.1 and 39.6 (Limitation of Liability), neither Party shall be liable to the other Party for:
- 39.5.1 any indirect, special or consequential Loss; or
 - 39.5.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 39.6 Subject to Clause 39.3 (except where stated otherwise) and Clause 39.5 (Limitation of Liability), the Supplier acknowledges and agrees that the Authority may, amongst other

things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

- 39.6.1 any additional operational and/or administrative costs and expenses incurred by the Authority, including interim operational services and the costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 39.6.2 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include both the respective Authority's internal cost of undertaking the procurement process and the costs payable to the Replacement Supplier(s) for the particular Replacement Services and/or replacement Deliverables;
 - 39.6.3 any wasted expenditure or charges;
 - 39.6.4 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty (and this provision shall not be limited by the limits of liability set out in Clause 39.3 (Limitation of Liability)); and
 - 39.6.5 Losses arising from any claim made by a Person on Probation against the Authority as a result of any Default by the Supplier, including in respect of the Supplier's failure to carry out repairs to the Accommodation (and this provision shall not be limited by the limits of liability set out in Clause 39.3 (Limitation of Liability)).
- 39.7 Each Party shall use reasonable endeavours to mitigate any loss or damage suffered or arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.
40. **CONDUCT OF CLAIMS**
- 40.1 The Supplier agrees (and shall procure that its Sub-contractors agree) that the Authority has the sole right, on giving written notice to such effect to the Supplier at any time, to control of any proceedings in relation to any Third Party Claim (including any claim by employees of the either the Authority or the Supplier), regardless of whether the Supplier (or any Sub-contractor) is also a party to such proceedings.
- 40.2 The Authority agrees that it shall not settle or compromise any Third Party Claim giving rise to losses exceeding ten thousand pounds (£10,000) for which the Supplier is liable to indemnify or compensate the Authority under this Contract without prior consultation with the Supplier. The Authority shall keep the Supplier reasonably informed as to the progress and status of any such Third Party Claim until such Third Party Claim is settled or withdrawn.
- 40.3 If, in contesting, settling or compromising any Third Party Claim, the Authority takes or fails to take any action which prejudices any entitlement of the Supplier to recover any portion of the claim from any insurer under any insurance policy maintained by the Supplier in accordance with this Contract, the liability of the Supplier to indemnify or compensate the Authority in respect of such claim shall be reduced by such portion.
- 40.4 The Supplier undertakes that:
- 40.4.1 it shall not, without the Approval of the Authority, settle or compromise any claim (whether insured or uninsured) to which the Authority is, or is likely to become, a party;

- 40.4.2 where a claim relating to this Contract is made against the Supplier and the Authority is not, and is not likely to become, a party to such claim as a defendant, the Supplier shall not settle or compromise any such claim exceeding ten thousand pounds (£10,000) without prior consultation with the Authority; and
- 40.4.3 it shall ensure that its Sub-contractors give undertakings identical to those given by the Supplier to the Authority under this Clause 40 (Conduct of Claims).
- 40.5 If conduct of a claim is assumed by the Authority pursuant to this Clause 40 (Conduct of Claims), the Supplier may recover from the Authority any reasonably incurred Losses which either the Supplier or its insurers incur by reason of the Authority's conduct of the claim and any settlement of the relevant claim or judgment being given if the settlement is made without the Supplier's consent (such consent not to be unreasonably withheld or delayed).
41. **INSURANCE**
- 41.1 The Supplier shall comply, and shall procure its Sub-contractors comply with, the provisions of Schedule 10 (Insurance) in relation to obtaining and maintaining insurance.
42. **CONTRACT PERIOD**
- 42.1 This Agreement shall take effect on the Commencement Date and shall continue for the Contract Period.
43. **EXTENSION OF CONTRACT PERIOD**
- 43.1 The Authority may, by giving written notice to the Supplier not less than three (3) Months prior to the Expiry Date extend the term of this Contract for up to two periods of twelve (12) Months each.
- 43.2 The Authority shall be entitled to exercise its right to extend the term of the Contract pursuant to Clause 43.1 (Extension of Contract Period) provided that an aggregate of such periods does not exceed two (2) years.
- 43.3 The provisions of this Contract will apply throughout any extension period.
44. **PERFORMANCE FAILURES**
- 44.1 The Parties shall at all times comply with the provisions of Schedule 4 (Performance).
- 44.2 In the event of the Authority's breach of the terms of this Contract (including payment of any Monthly Contract Price properly due), the Supplier shall not be entitled suspend the Services (or any part thereof) or terminate this Contract (whether in whole or in part) but shall refer the matter to the Dispute Resolution Procedure.
45. **TERMINATION BY THE AUTHORITY**
- 45.1 The Authority may terminate this Contract by written notice to the Supplier:
- 45.1.1 for convenience at any time;
- 45.1.2 if a Supplier Termination Event occurs;
- 45.1.3 if a Force Majeure Event endures for a continuous period of more than ninety (90) days;

45.1.4 where this Contract should not have been entered into in view of a serious infringement of obligations under Law (including any applicable Law declared by the Court of Justice of the European Union under Article 258 of the Treaty of the Functioning of the EU); and/or

45.1.5 if this Contract has to be substantially amended to the extent that the PCR require a new procurement procedure,

and this Contract shall terminate on the date specified in the notice sent by the Authority to the Supplier save that, where the Authority terminates this Contract in accordance with Clause 45.1.1 (Termination by the Authority), the Authority shall give the Supplier at least one (1) Month's written notice.

45.2 Where the Authority is terminating this Contract under Clause 45.1.2 (Termination by the Authority) due to the occurrence of either limb (c) and/or (g) of the definition of Supplier Termination Event, it may rely on a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default.

45.3 Where the Authority has the right to terminate this Contract, it may prior to or instead of terminating the whole of this Contract, may, at its discretion, partially terminate this Contract.

45.4 The Supplier holds no exclusive rights to provide the Services in the Probation Region. The Parties acknowledge and agree that the supply of the Services under this agreement is not an exclusive arrangement and that the Authority may purchase services from any third party that are the same as, or comparable, to the Services.

46. **PAYMENTS ON TERMINATION**

Payments by the Authority

46.1 Except in the circumstances described in Clause 46.2 (Payments on Termination), the Authority shall not be liable to make any payment to the Supplier as compensation for termination or expiry of this Contract save in respect of any unpaid Monthly Contract Price for Services which have been properly performed prior to the date of termination or any other payment properly due.

46.2 Subject to Clauses 39.4 (Limitation of Liability) and 46.3 to 46.7 (Payments on Termination) below, where the Authority terminates this Contract for convenience under Clause 45.1.1 (Termination by the Authority), the Authority shall reimburse the Supplier in respect of any reasonable sums which would otherwise represent an unavoidable direct loss to the Supplier by reason of the termination of this Contract, provided that the Supplier takes all reasonable steps to mitigate such loss (the '**Termination Payment**').

46.3 The value of the Termination Payment shall be reduced or extinguished to the extent that the Supplier and/or any Sub-contractor has already received the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment.

46.4 The Authority shall not be liable for any costs associated with Supplier's Personnel (whether relating to redundancy, redeployment or otherwise).

46.5 Where the Supplier and/or any Sub-contractor holds insurance, the Authority shall only reimburse the Supplier for those unavoidable direct costs that are not covered by the insurance available.

- 46.6 The Supplier shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Authority under Clause 46.2 (Payments on Termination), with supporting evidence (including details of depreciation and residual value of items), of losses reasonably, necessarily, and actually incurred by the Supplier and/or any Sub-contractor as a result of termination under Clause 45.1.1 (Termination by the Authority).
- 46.7 The Supplier may only recover those costs under Clause 46.2 (Payments on Termination) incurred by it directly as a result of the termination of this Contract which:
- 46.7.1 are unavoidable, proven, reasonable, and not capable of recovery;
 - 46.7.2 are incurred under arrangements or agreements that are directly associated with this Contract;
 - 46.7.3 relate directly to the termination of the Services; and
 - 46.7.4 are not associated with repairing or making good any dilapidation of the Accommodation.

Payments by the Supplier

- 46.8 In the event of termination or expiry of this Contract, the Supplier shall:
- 46.8.1 if applicable, repay to the Authority within thirty (30) days of the date of such termination or expiry any payment it has been it has been paid in advance in respect of Services not provided by the Supplier, including but not limited to the Monthly Contract Price(s) as at the date of expiry or termination; and
 - 46.8.2 where this Contract has been terminated by the Authority as a result of a Supplier Termination Event, pay to the Authority within thirty (30) days of the date of the Authority's invoice any costs and expenses reasonably incurred by the Authority in procuring services to replace the Services (whether or not those replacement services are provided by the Authority or Replacement Supplier(s) provided that the Authority shall take all reasonable steps to mitigate such additional expenditure.

Estimate of the Termination Payment

- 46.9 The Authority may issue a Request for Estimate at any time during the Contract Period provided that no more than two (2) Requests for Estimate may be issued in any six (6) Month period.
- 46.10 The Supplier shall within twenty (20) Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment that would be payable by the Authority based on a postulated termination date specified in the Request for Estimate (such estimate being the '**Termination Estimate**'). The Termination Estimate shall:
- 46.10.1 be based on the relevant amounts in the Financial Response Template;
 - 46.10.2 include:
 - (a) details of the mechanism by which the Termination Payment is calculated;
 - (b) full particulars of the estimated Termination Payment in respect of each Sub-contract and/or relevant third-party contract and appropriate supporting documentation;

- (c) such other information as the Authority may reasonably require; and
 - (d) state the period for which that Termination Estimate remains valid, which shall be not less than twenty (20) Working Days.
- 46.11 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Contract.
- 46.12 If the Authority issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Authority.
- 47. **SURVIVAL**
- 47.1 Termination or expiry of this Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier including under Clauses 4 (Provision of Services), 6 (Supplier Obligations), 9 (Contract Price), 10 (Recovery of Sums Due), 13 (Records and Reporting), 14 (Audit), 17 (Employment Liability), 18 (Sub-Contracting), 20 (Staff Transfer), 21 (Bribery and Compliance), 22 (Safeguard against Fraud), 24 (Discrimination), 26 (Intellectual Property), 27 (Licences granted by the Supplier), 29 (Assignment of the Deliverables), 30 (IPR Indemnity), 31 (Authority Assets), 32 (Protection of Personal Data), 33 (Confidentiality), 34 (Freedom of Information), 35 (Transparency), 36 (Official Secrets Acts 1911 to 1989), 38 (Warranties, Undertakings and Representations), 39 (Limitation of Liability), 41 (Insurance), 44 (Performance Failures), 46 (Payments on Termination), 47 (Survival), 48 (Non-Solicitation), 49 (Exit Management), 52 (Assignment and Novation), 54 (Relationship of the Parties), 57 (Remedies Cumulative), 60 (Contracts (Rights of Third Parties) Act 1999), 61 (Dispute Resolution) and 62 (Governing Law), Schedule 11 (Exit/Handback Provisions) and Schedule 14 (Staff Transfer) and without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Contract.
- 48. **NON-SOLICITATION**
- 48.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Supplier's Personnel) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of six (6) Months thereafter.
- 48.2 If either Party breaches Clause 48.1 (Non-Solicitation), it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment. The Parties agree that the sum specified in this Clause 48.2 (Non-Solicitation) is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of Clause 48.1 (Non-Solicitation).
- 49. **EXIT MANAGEMENT**
- 49.1 The Parties shall comply with the provisions of Schedule 11 (Exit/Handback Provisions) and any current Exit Plan in relation to orderly transition of the Services to the Authority and any Replacement Supplier(s).
- 50. **BUSINESS CONTINUITY AND DISASTER RECOVERY**
- 50.1 The Parties shall comply with the provisions of Schedule 17 (Business Continuity and Disaster Recovery) and their respective obligations under the BCDR Plan.

51. **FORCE MAJEURE**

51.1 Subject to Clause 51.2 (Force Majeure), neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract to the extent that such delay or failure is a result of Force Majeure Event.

51.2 Where the Supplier is the Affected Party, it shall:

51.2.1 take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event; and

51.2.2 not be entitled to claim relief under Clause 51.1 (Force Majeure) to the extent that the consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the Services including any services to be provided under the BCDR Plan but the Supplier has failed to do so; and/or

(b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

51.3 Notwithstanding Clause 51.1 (Force Majeure) each Party shall use all reasonable endeavours to continue to perform its obligations under this Contract for the duration of a Force Majeure Event.

51.4 The Authority shall not be obliged to pay any Monthly Contract Price or any other payment in respect of any Service(s) which is subject to the Force Majeure Event.

51.5 The Supplier shall promptly resume the Services following the expiry of the Force Majeure Event.

51.6 If either Party becomes aware of Force Majeure Event which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Clause 51.1 (Force Majeure) it shall immediately notify the other by the most expeditious method then available and at regular intervals thereafter the Parties shall consult in good faith and use reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract.

51.7 The notice given in accordance with Clause 51.6 (Force Majeure) shall include details of the Force Majeure Event together with evidence of its effects on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effects.

52. **ASSIGNMENT AND NOVATION**

52.1 Subject to Clause 18 (Sub-Contracting) and Clause 52.2 (Assignment and Novation), the Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the Approval of the Authority. When seeking the Authority's Approval under this Clause 52.1 (Assignment and Novation), the Supplier shall provide the Authority with such information as it may reasonably require in order to assess whether the proposed third party recipient of the Supplier's rights and/or obligations under this Contract is acceptable.

52.2 Subject to the Approval of the Authority, the Supplier may assign to a third party (the 'Assignee') its existing and future rights under this Contract to include the right to receive payment of the Monthly Contract Price or any part thereof due to the Supplier

under this Contract. Any assignment under this Clause 52.2 (Assignment and Novation) shall be subject to:

- 52.2.1 reduction of any sums in respect of which the Authority exercises its right of recovery under Clause 10 (Recovery of Sums Due);
- 52.2.2 all related rights of the Authority under this Contract in relation to the recovery of sums due but unpaid; and
- 52.2.3 the Authority receiving notification under Clause 52.3 (Assignment and Novation).
- 52.3 In the event that the Authority agrees in writing that the Supplier can assign the right to receive the Monthly Contract Price under Clause 52.2 (Assignment and Novation), the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective. The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment and the Authority shall not be held liable to either the Supplier and/or the Assignee for any delay in making payment as a result of not receiving such information. The provisions of Clause 9 (Monthly Contract Price) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority.
- 52.4 The Authority may assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof (including the licences granted at Clause 27 (Licences Granted by the Supplier) as it sees fit to a third party (a 'Transferee') provided:
 - 52.4.1 that any such assignment, novation or other disposal shall not materially increase the burden of the Supplier's obligations under this Contract; and
 - 52.4.2 the Transferee is, in the reasonable opinion of the Authority, of good financial standing to meet the obligations of the Authority under this Contract.
- 52.5 If the rights and obligations of the Authority under this Contract are assigned, novated or otherwise disposed of pursuant to Clause 52.4 (Assignment and Novation) to a Transferee which is not a body of the Crown, or if there is a change in the legal status of the Authority such that it ceases to be a body of the Crown:
 - 52.5.1 the Supplier shall have the right to terminate this Contract if the Transferee is subject to an Insolvency Event; and
 - 52.5.2 the Transferee shall only be able to assign, novate or otherwise dispose its rights and obligations under this Contract or any part thereof with the approval of the Supplier.
- 52.6 Any change in the legal status of the Authority such that it ceases to be a body of the Crown shall not affect the validity of this Contract and any of the rights granted to the Authority and, in such circumstances, this Contract and all rights granted shall bind and inure to the benefit of each successor body.

53. **NOTICES AND COMMUNICATIONS**

- 53.1 Any notice or communication given under or in relation to this Contract shall be "written" or "in writing". Such notice is not valid unless it is made by letter, (signed by or on behalf of the Party giving it) sent by hand, post, or recorded signed for delivery service, or by electronic mail (email) to the address and for the attention of the relevant Party set out in Clause 53.3 (Notices and Communications) or to such other address as that Party may have stipulated in accordance with Clause 53.3 (Notices and Communications).

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Agreement relating to the Supply of Community Accommodation Services – Tier 3

- 53.2 A notice shall be deemed to have been received:
- 53.2.1 if delivered personally, at the time of delivery;
 - 53.2.2 in the case of pre-paid first-class post, special or other recorded delivery two (2) Working Days from the date of posting; and
 - 53.2.3 in the case of electronic communication four (4) hours after the time it was sent provided it was sent on a Working Day.
- 53.3 For the purposes of Clause 53.1 (Notices and Communications), the postal address and email address of each Party shall be:
- 53.3.1 for the Authority: [REDACTED]

The Ministry of Justice

Address: [REDACTED]

For the attention of: [REDACTED]

Tel: 0203 334 3555

Email: [REDACTED]
 - 53.3.2 for the Supplier: [REDACTED]

Address: [REDACTED]

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]
- 53.4 Either Party may change its address for service by serving a notice in accordance with this Clause 53 (Notices and Communications).
54. **RELATIONSHIP OF THE PARTIES**
- 54.1 At all times during the Contract Period the Supplier shall be an independent supplier and nothing in this Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Supplier and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Contract.
55. **WAIVER**
- 55.1 The rights and remedies provided by this Contract may be waived with written agreement of the Parties in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 55.2 No failure or delay by a Party to exercise any right or remedy provided under this Contract or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

56. **SEVERABILITY**

- 56.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 56.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

57. **REMEDIES CUMULATIVE**

- 57.1 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not exclude the exercise of any other remedy.

58. **ENTIRE AGREEMENT**

- 58.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of this Contract. The Contract supersedes all prior negotiations between the Parties and, except as set out in this Contract, all representations and undertakings made by one Party to the other, whether written or oral provided that this Clause 58 (Entire Agreement) shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

59. **COUNTERPARTS**

- 59.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

60. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 60.1 Subject to Clause 60.2 (Contracts (Rights of Third Parties Act 1999), no term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 ('**CRTPA**') by a person who is not a Party to this Contract. This Clause 60.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 60.2 The provisions of Clause 30 (IPR Indemnity) and Paragraph 2.3 of Part C of Schedule 14 (Staff Transfer) confer benefits on persons named in such provisions other than the Parties (each such person a '**Third Party Beneficiary**') and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 60.3 The consent of any Third Party Beneficiary is not necessary for any variation to this Contract (including by way of Change Control Request) or termination of this Contract.

61. **DISPUTE RESOLUTION**

- 61.1 All disputes under this Contract shall be handled in accordance with this Clause 61 (Dispute Resolution). In seeking to resolve a dispute, the Parties shall act in good faith, including providing such documentation as the respective forum of the dispute may reasonably require.

- 61.2 Either Party may refer any dispute it may have with the other arising out of or in connection with this Contract to the Service Management Group for review.
- 61.3 If the dispute cannot be resolved by the Service Management Group pursuant to Clause 61.2 (Dispute Resolution) within ten (10) Working Days of it being referred to them, the matter shall be referred to the Relationship Management Group for review.
- 61.4 If the dispute cannot be resolved by the Relationship Management Group within fifteen (15) Working Days of it being referred to them, the dispute shall be referred to mediation pursuant to the procedure set out in Clause 61.5 (Dispute Resolution) unless the Parties agree that the dispute is not suitable for resolution by mediation.
- 61.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 61.5.1 a neutral adviser or mediator (a '**Mediator**') shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - 61.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure;
 - 61.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 61.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - 61.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract without the written approval of both Parties; and
 - 61.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 61.6 (Dispute Resolution).
- 61.6 Subject to Clause 61.9 (Dispute Resolution), the Parties shall not institute Court proceedings until the procedure set out in Clauses 61.2 to 61.5 (Dispute Resolution) (inclusive) have been completed save that:
- 61.6.1 the Authority may at any time before Court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with Clause 61.7 (Dispute Resolution);

- 61.6.2 if the Supplier intends to commence Court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 61.7 (Dispute Resolution); and
- 61.6.3 the Supplier may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause 61.7 (Dispute Resolution), to which the Authority may consent as it sees fit.
- 61.7 In the event that any arbitration proceedings are commenced pursuant to Clause 61.6 (Dispute Resolution):
- 61.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- 61.7.2 the Authority shall give a written notice of arbitration to the Supplier (**'Arbitration Notice'**) stating:
- (a) that the dispute is referred to arbitration; and
- (b) providing details of the issues to be resolved;
- 61.7.3 the London Court of International Arbitration (**'LCIA'**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with Clause 61.6 shall be applied and are deemed to be incorporated by reference to this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 61.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- 61.7.5 if the Parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Authority under Clause 61.6 (Dispute Resolution) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 61.7.6 the arbitration proceedings shall take place in London and in the English language; and
- 61.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.
- 61.8 The obligations of the Parties under this Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Supplier's Personnel shall comply fully with the requirements of this Contract at all times.
- 61.9 Nothing in this Dispute Resolution Procedure shall prevent the Parties from seeking from any Court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
62. **GOVERNING LAW**
- 62.1 Subject to the provisions of Clause 61 (Dispute Resolution), the Authority and the Supplier accept the exclusive jurisdiction of the English Courts and agree that this

Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

IN WITNESS of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

SIGNED for and on behalf of the
Secretary of State for Justice

Signature: [REDACTED]

Name (block capitals): [REDACTED]

Position: [REDACTED]

Date:

SIGNED for and on behalf of MEARS
LIMITED

Signature: [REDACTED]

Name (block capitals): [REDACTED]

Position: [REDACTED]

Date:

MINISTRY OF JUSTICE
AGREEMENT RELATING TO PROVISION OF COMMUNITY ACCOMMODATION SERVICES
TIER 3 (CAS3)
SCHEDULES 1 – 20

Contents

	Page
SCHEDULE 1 - SERVICE SPECIFICATION	83
SCHEDULE 2 - SERVICE SOLUTION	102
SCHEDULE 3 - MOBILISATION	103
SCHEDULE 4 - PERFORMANCE	105
SCHEDULE 5 - PRICING AND PAYMENT MECHANISM	112
SCHEDULE 6 - GOVERNANCE	114
SCHEDULE 7 - REPORTS, RECORDS AND MANAGEMENT INFORMATION	119
SCHEDULE 8 - FINANCIAL RESPONSE TABLE	135
SCHEDULE 9 - CHANGE CONTROL PROCEDURE	136
SCHEDULE 10 - INSURANCES	144
SCHEDULE 11 – EXIT/HAND BACK PROVISIONS	148
SCHEDULE 12 - INFORMATION SECURITY	157
SCHEDULE 13 - KEY PERSONNEL	160
SCHEDULE 14 - STAFF TRANSFERS	161
SCHEDULE 15 - APPROVED SUB-CONTRACTORS	175
SCHEDULE 16 - MARKET STEWARDSHIP PRINCIPLES	177
SCHEDULE 17 - BUSINESS CONTINUITY AND DISASTER RECOVERY	179
SCHEDULE 18 - DATA PROCESSING	186

SCHEDULE 19 - COMMERCIALLY SENSITIVE INFORMATION	188
SCHEDULE 20 - STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY	189

SCHEDULE 1 – SPECIFICATION

A – Eligibility

Service Output Group	Service
A1	<p>The Supplier must provide the Services to Persons on Probation who are referred by a Referrer to the Supplier as a potential recipient of the Services. For the purposes of this Schedule 1 (Specification), Persons on Probation must be:</p> <ul style="list-style-type: none"> 1) adult offenders of all genders who are aged eighteen (18) or above who are referred by a Referrer to the Supplier as a potential recipient of the Services and fall within at least one (1) of the following groups: <ul style="list-style-type: none"> a. individuals who: <ul style="list-style-type: none"> i. are released as homeless from prison, following a custodial sentence ii. move-on as homeless from Community Accommodation Service -Tier 1 (CAS1) an Approved Premises; iii. move-on as homeless following a period at Community Accommodation Service-Tier 2 (CAS2) residence. <p>And:</p> <ul style="list-style-type: none"> i. managed by the providers of probation services ii. have given their written consent to receive a service from the Supplier iii. have signed an Accommodation Compact
A2	<p>The Supplier must provide Accommodation to all Persons on Probation that they receive referrals for via the probation regional Homelessness Prevention Team (HPT), subject to Section B of this Schedule 1.</p>
A3	<p>The Supplier must ensure that the Person on Probation has signed an Accommodation Compact, managed by the Authority, before taking up an accommodation place with the Supplier. The Accommodation Compact will set out the responsibilities for the Person on Probation and shall make it clear that no tenancy rights are created in favour of the Person on Probation.</p>
A4	<p>In performing all of its obligations under this Contract and when applying its discretion, judgment, opinion or making an assessment (or other similar decisions) under this Contract the Supplier shall in all circumstances act reasonably.</p>

B – Referral & Allocation

Service Output Group	Service
B1	<p>For the purposes of this Schedule a referral is a request made by the Authority in any format of its choosing, to the Supplier; however, it must include the following information:</p> <ol style="list-style-type: none"> Confirmation of the Person on Probation's consent to share information (including Personal Data) with the Supplier; Referrer's details, including name, position and contact details; Community Probation Practitioner's (CPP) details, including name and contact details (if not the Referrer) the Person on Probation's details, including full name, date of birth, ethnicity, gender, disability status, Risk indicators and behaviours, <u>where relevant</u>, as determined by the CPP and Homelessness Prevention Team (HPT). For example, risk of harm to Supplier Personnel, or to other people at the property, or to the property, access to specialist support services, GP registry, for example. This is not exhaustive list and it may updated from time to time by the Authority. Preferred Accommodation unit, as identified from the Accommodation List and or area(s) for Accommodation to be located in.
B2	<p>The Supplier must accept referrals from the regional probation Homelessness Prevention Team (HPT) for the Probation Region where they are delivering the Service. Details will be shared by the Authority during the Mobilisation Period.</p>
B3	<p>It is the responsibility of the CPP, following discussions with the HPT, and Supplier to assess whether a Person on Probation is eligible and suitable for a Bed Space within a particular Accommodation unit, provided by the Supplier. This includes a Bed Space within an Accommodation unit where more than one Person on Probation can reside.</p>
B4	<p>The Supplier shall email its Accommodation List to the probation HPT via email before 17:00 on every Working Day. The Accommodation List shall include details of the Accommodation, broken down by property and set out as a minimum:</p> <ul style="list-style-type: none"> • if the Accommodation is Available Accommodation, Occupied Accommodation or Allocated Accommodation; • If not immediately available, the date when it is expected to be. • the address; • any exclusions (i.e. male only) • suitability for a Person on Probation with disabilities, including (but not exhaustive), hearing or visual impairment, physical disabilities, including wheelchair users. • the type of property (e.g. flat, house, hostel); • information regarding other people living at the property, and;

	<ul style="list-style-type: none"> any further information which may be relevant. <p>This list is not exhaustive, and the Authority may request additional information is provided on the Accommodation List at any time. If the Authority requests additional information is added to the Accommodation List, then the Supplier shall ensure that information is added to the Accommodation list within seven (7) Working Days of that request.</p> <p>Where the Authority requests additional information about a specific property or Accommodation the Supplier shall provide the requested information to the Authority within one (1) Working Day of that request.</p>
B5	<p>The Authority will identify suitable Accommodation from the Accommodation List. The Supplier shall use all reasonable endeavours to provide Accommodation for a Person on Probation on receipt of a referral for Accommodation from the Authority.</p> <p>Whilst every effort will be made to ensure referrals are made with as much notice period as possible the Supplier must provide Accommodation at short notice and within a minimum of twelve (12) working hours' notice.</p>
B6	Available Accommodation must ready for a Person on Probation to reside in on the date requested by the Referrer.
B7	<p>On acceptance of a referral, the Supplier shall provide the Referrer with a document for the Person on Probation that contains the following information, as a minimum:</p> <ul style="list-style-type: none"> the address of the Accommodation; details of available travel links and how to reach the Accommodation from the nearest public transport station; and the contact number of the Supplier's Personnel that the Person on Probation can contact if required. <p>This should be no longer than one (1) A4 page and in clear, unambiguous terms.</p>
B8	The Supplier must develop collaborative working arrangements with the Authority to ensure that details relating to when Person on Probation are to be released, which custodial establishments they are to be released from and where they intend to reside are shared in advance to enable the Supplier to arrange appropriate accommodation for the day of release.

C – Accommodation

Service Output Group	Service																																							
C1	The Supplier must source and provide Accommodation in the Probation Region.																																							
C2	<p>The Supplier must provide Available Accommodation for approximately 183 Persons on Probation per month. For clarity, the total number of Bed Spaces required to be available will increase in the first six (6) months of the Contract during the Mobilisation Period due to the aggregate total of new Person on Probation entering Accommodation as well as the Persons on Probation already residing in Occupied Accommodation.</p> <p>The Supplier's Accommodation List should include enough Accommodation to meet this requirement.</p>																																							
C3	<p><u>Block Booking</u></p> <p>The Accommodation required must be block booked by the Supplier. The following number of Bed Spaces are required in the following sub-regional locations. The table shows per sub-regional location: Monthly average number of Persons on Probation to be accommodated and the total number of Bed Spaces required. The Supplier must ensure that the Bed Spaces to be provided by the Supplier will build up over the six (6) month Mobilisation Period. The Supplier must provide the following amount of Bed Spaces during the six (6) Month Mobilisation Period:</p> <ul style="list-style-type: none">• 15% of overall Bed Spaces by the end of the second month following the Commencement Date;• 40% of the overall Bed Spaces by the end of the third month following the Commencement Date;• 75% of the overall Bed Spaces by the end of the fourth month following the Commencement Date;• 85% of the overall Bed Spaces by the end of the fifth month following the Commencement Date; and• 100% of the overall Bed Spaces by the end of the sixth month following the Commencement Date. <p>Following the Mobilisation Period, the Supplier must provide 183 Bed Spaces each Month.</p> <p>The expected number of bed spaces required each month from Commencement Date are detailed below:</p> <table><tr><th></th><th colspan="6">2024</th><th colspan="6">2025</th></tr><tr><th>North West Region</th><th>Jul</th><th>Aug</th><th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th><th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th><th>May</th><th>Jun</th></tr><tr><td>Liverpool</td><td>7</td><td>19</td><td>36</td><td>41</td><td>46</td><td>49</td><td>49</td><td>49</td><td>49</td><td>49</td><td>49</td><td>49</td></tr></table>		2024						2025						North West Region	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Liverpool	7	19	36	41	46	49	49	49	49	49	49	49
	2024						2025																																	
North West Region	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun																												
Liverpool	7	19	36	41	46	49	49	49	49	49	49	49																												

	Blackpool	2	6	11	12	13	14	14	14	14	14	14	14
	Central Lancashire PDU	2	6	10	11	12	13	13	13	13	13	13	13
	Lancaster	2	6	10	11	12	13	13	13	13	13	13	13
	East Lancashire PDU	2	5	9	10	11	12	12	12	12	12	12	12
	Warrington and Halton PDU	4	8	15	16	18	20	20	20	20	20	20	20
	Cheshire East PDU	2	3	6	7	8	8	8	8	8	8	8	8
	Knowsley and St Helens	2	6	11	13	15	15	15	15	15	15	15	15
	Blackburn	1	2	5	6	7	7	7	7	7	7	7	7
	Carlisle	1	2	5	5	6	6	6	6	6	6	6	6
	Chester	1	2	5	5	6	6	6	6	6	6	6	6
	Barrow in Furness	0	2	4	4	5	5	5	5	5	5	5	5
	Wirral	0	1	2	3	3	3	3	3	3	3	3	3
	Workington	0	1	2	3	3	3	3	3	3	3	3	3
	Other	1	4	6	8	8	9	9	9	9	9	9	9
	Total demand	27	73	137	155	173	183	183	183	183	183	183	183
<p>The Accommodation provision per sub-regional level, as specified in the table above, shall be reviewed between the Supplier and Authority on a six (6) monthly basis in accordance with Schedule 4 (Performance). This may result in changes to Accommodation requirements on a bi-annual basis, going forward, per sub-regional area and may increase or decrease according to demand.</p>													

	<p>*The Accommodation provision in the 'other' category is to be allocated by the Authority to sub-regions as they determine during the Mobilisation Period.</p>
C4	<p>Accommodation shall be available for up to eighty four (84) nights per Person on Probation. A Person on Probation shall remain in the same Accommodation throughout the eighty four (84) nights.</p> <p>If the Supplier identifies a reason that the Person on Probation will have to leave the Accommodation early, due to unforeseen circumstances related to the property or surrounding area, it shall immediately inform the CPP and HPT and offer a solution including as a minimum suitable, replacement Accommodation on a like for like basis, which ensures that the Person on Probation is not without Accommodation that meets this Schedule 1 (Specification) at any point during their eighty four (84) nights.</p>
C5	<p>If a Person on Probation ceases to reside in or at the Accommodation for any reason the Supplier shall inform the HPT and CPP within twenty-four (24) hours of first becoming aware (being diligent as to doing what is appropriate for being aware of such cessation) and ensure that the Accommodation is ready for a replacement Person on Probation to reside in no later than twenty-four (24) hours following the start of the first Working Day following the Bed Space becoming unavailable.</p> <p>As part of ensuring the Accommodation is thus ready and within that twenty four (24) hour period above the Supplier must:</p> <p>(a) complete a check of the property and a written inventory to keep on file;</p> <p>(b) ensure that all items that are required in accordance with this Schedule 1 (Specification) are in place for the next Person on Probation. If there are items that are missing and the Supplier suspects this is due to theft, they must inform the police and the CPP.</p> <p>(c) ensure the property is clean and in good repair in accordance with the requirements of this Schedule 1 (Specification).</p>
C6	<p>The Supplier must provide an induction meeting for a Person on Probation upon arrival at the Accommodation, providing that arrival is before 19:00 on a Working Day. The date and time of the induction meeting must be agreed with the Referrer in advance and shall include;</p> <ul style="list-style-type: none"> • a full tour of the Accommodation; • keys to the Accommodation, and; • a copy of the Accommodation rules and conditions of residence including regarding Personal Property. <p>For any Person on Probation arriving outside of these hours the Supplier must find an alternative solution to the induction to ensure that the Person on Probation is able to access the Accommodation on their date of release. A face-to-face meeting with the Supplier and the Person on Probation must be arranged for the next Working Day to ensure a full tour of the Accommodation and a copy of the Accommodation rules and conditions of residence including Personal Property have been completed with the Person on Probation.</p>

C7	<p>As a minimum, the Accommodation provided shall comply with Decent Home Standards published by the Department of Levelling up, Housing and Communities. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7812/138355.pdf</p> <p>Including by undertaking necessary:</p> <ol style="list-style-type: none"> repairs and maintenance to furnishings, including replacements; repairs and maintenance of internal fixings and decoration; repairs and maintenance of the Accommodation or ensuring the landlord or owner of the Accommodation (if that is not the Supplier) does so; and routine maintenance of external fixings and areas, including lawned areas, driveways and public rights of access routes. The Supplier shall ensure that this is completed at a required frequency sufficient to ensure the Accommodation meets or exceeds the standards of the properties in the immediate area. <p>Any gardens at the Accommodation must be secured by the Supplier by fencing and/or walls, clear of rubbish and there should be no debris that could cause harm including but not limited to broken glass and potential weapons.</p> <p>As a minimum, the Supplier must ensure that the Accommodation complies with the respective Local Authority housing standards and with the Housing, Health and Safety Rating System published by the Ministry of Housing, Communities and Local Government. https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-Landlords-and-property-related-professionals.</p> <p>The Supplier must ensure:</p> <ul style="list-style-type: none"> Smoke alarms and carbon monoxide alarms must be fitted and tested in accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
C8	<p>The Supplier must ensure that all Accommodation is checked and meets the requirements set out in this Schedule before any Persons on Probation resides in the Accommodation. These checks must be accurately recorded and available upon request of the Authority.</p> <p>The Authority reserves the right to complete its own checks of the Accommodation at any time. These checks will consist of either announced or unannounced visits.</p>
C9	<p>The Supplier must ensure that the following is provided at each Accommodation property as a minimum and shall be maintained in good condition. The Supplier must replace any furniture when it fails to meet this standard.</p> <p>The Supplier must ensure that for each Bed Space there shall be:</p> <ul style="list-style-type: none"> 1 single bed; and 1 cupboard and 1 set of drawers for storage of clothing including space for hanging clothes;

	<p>The Supplier must ensure that in each Accommodation there is a kitchen and dining area which shall include (in adequate quantities sufficient for the maximum occupancy of the Accommodation plus one (1)):</p> <ul style="list-style-type: none"> i. Oven and hob; ii. Washing machine; iii. Refrigerator; iv. Appliances including a kettle and toaster; v. set of saucepans and frying pan; vi. set of cutlery settings; vii. dinner set; viii. set of kitchen utensils; ix. set of glasses; x. washing up bowl; xi. set of oven trays; xii. 1 dining table and 1 dining chair per Person on Probation; xiii. cooking utensils / equipment (e.g. bread knife / masher); xiv. tea towels; xv. washing up cloths; xvi. vacuum cleaner and xvii. iron and ironing board <p>The Supplier must ensure that in each Accommodation there is a working television and access to at least terrestrial channels.</p> <p>The Supplier must ensure that a working toilet, washbasin and bath and/or shower is available in each Accommodation in line with any required ratios for shared rented accommodation.</p> <p>The Supplier must ensure the following disposable items will be issued to the Person on Probation upon arrival at the Accommodation:</p> <ul style="list-style-type: none"> i. sheets, duvets, duvet cover, pillow; and ii. 1 bath towel and 1 hand towel. <p>The Supplier must ensure the following additional items will be issued to the Person on Probation upon arrival:</p> <ul style="list-style-type: none"> i. one (1) toiletry pack, including toothbrush, toothpaste, shampoo, soap, flannel and personal hygiene and appropriate sanitary items; ii. welcome food pack containing twenty-four (24) hours' worth of food (forty-eight (48) hours of food if the Person on Probation arrives on a Friday or ahead of public holidays), including sliced loaf, margarine, milk, cereal, coffee, tea bags and sugar. The Supplier needs to consider whether the Person on Probation has any food allergies or special requirements.
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	<p>Any of the above items which are left in the Accommodation after a Person on Probation ceases to reside in the property and cannot be reused must be disposed of in an environmentally safe manner.</p> <p>The Supplier must ensure that all rooms in the Accommodation must have flooring (carpet or vinyl), window coverings (curtains or blinds), furniture, furnishings and equipment all of which shall be maintained to a clean, undamaged standard in accordance with the requirements of this Schedule 1 (Specification).</p> <p>The Supplier must ensure that:</p> <ul style="list-style-type: none"> • kitchens are clean and safe, free of mould and well ventilated; • doors are intact; • cookers and ovens are clean; • bathrooms are free of mould and mildew and well ventilated; and. • there is a separate lockable bedroom for each Person on Probation. <p>The Supplier must ensure that Accommodation complies with all relevant Law in relation to the Accommodation.</p>
C10	<p>The Supplier must ensure that all new Accommodation is procured in line with protocols set out in Section C of this Schedule 1 (Specification). The Supplier must obtain the Authority's Approval for the inclusion of any new Accommodation on the Accommodation List before it is used for the Services (with justification given for any refusals). For example, information received by the Authority from the police or local authority. In the event the Supplier cannot deliver the new Accommodation it is the responsibility of the Supplier to find alternative new Accommodation.</p>
C11	<p>The Supplier must ensure that Accommodation is not allocated to the Person on Probation where it is aware that planned events may affect the Accommodation, including building works if such events would require Persons on Probation to be relocated. The Supplier must repair and maintain the Accommodation to a standard compliant with those for disrepair and maintenance under the Landlord and Tenant Act (1985) and Defective Premises Act (1972) including:</p> <ul style="list-style-type: none"> i. arrangements for emergency temporary accommodation as set out in this Schedule 1 (Specification); and ii. conducting an individual needs assessment on each Person on Probation to identify any individual requirements.
C12	<p>The Supplier must ensure that each Accommodation is furnished and arranged in compliance with any applicable Law, regulation, or guidance.</p> <p>The Supplier must ensure that it has in place all procedures as may be required by any applicable Law, regulation, or guidance for each Accommodation and that such procedures are of a satisfactory standard.</p>

	The Supplier must manage the Accommodation in compliance with any applicable Law, regulation, or guidance.
C13	<p><u>Damages</u></p> <p>The Supplier shall be liable for any damages which may occur in the Accommodation that has been caused by a Person on Probation; the Authority will not be liable for any damages to the Accommodation, howsoever such damages may have been incurred.</p>
C14	The Supplier must have access to Accommodation suitable for those with protected characteristics as well as additional needs (for example, accessible accommodation for those with disabilities) and provide this where needed, following discussion with the Authority. Each case should be considered independently. In providing the Services, the Supplier must comply with the Equality Act 2010 and all applicable amendments, regulations and codes of practice, or any future or other legislation which concerns discrimination in employment and service delivery.
C15	Four (4) weeks prior to the expiry of the Person on Probation's placement in the Accommodation, the Supplier must provide a reminder notice to the Person on Probation, CPP and HPT stating the date their placement in the Accommodation is due to expire (a " Departure Reminder "). The Person on Probation will be entitled to use the Accommodation during the period of the Departure Reminder.
C16	<p><u>Move On</u></p> <p>The Supplier should work with the CPP to support the move on arrangements as set out in Section D of this Schedule 1 (Specification).</p>
C17	It is the Supplier's responsibility to ensure the Person on Probation leaves the property on or before the 85 th night. A terms of occupation agreement is to be issued by the Supplier to the Person on Probation, which sets out the requirement for the Person on Probation to leave on or before the 85 th night. This would apply in all circumstances regardless of the expected length of occupation.
C18	<p>The Supplier must offer a range of Accommodation -including properties with one (1) Bed Space in self-contained units up to properties with a maximum four (4) Bed Spaces. Within the overall numbers the Supplier must ensure that there is a minimum of 50% one (1) bed self-contained properties and a maximum of 5% four (4) bed properties. The remainder will be discussed between the Contract Manager, HPT and Supplier. Each Accommodation unit shall be dedicated to single gender usage (i.e. men or women or transgender (as required)). A minimum of 10% of total Bed Spaces must be made exclusively available for women, subject to the approval of the Authority, which may include changing the gender usage depending on demand. The location of the female units to be determined in discussion with the Authority. Female accommodation units should be one (1) or two (2) Bed Spaces only.</p> <p>The Accommodation units will be for the sole use of Persons on Probation eligible under this Schedule 1 (Specification).</p> <p>The Supplier must be mindful of the number of Persons on Probation in the same road/area and ensure that there is not a high density. For the purposes of these Services, high density will be defined as ten (10) or more individuals in one locality.</p>

C19	<p><u>Personal property</u></p> <p>All the terms regarding personal property in accommodation during a Person on Probation's stay and afterwards, must be explained on induction and clearly recorded. A disclaimer form should be discussed and signed by the Person on Probation acknowledging this. A copy of the signed disclaimer should then be placed in the Person on Probation's file for future reference.</p> <p><u>Property Following Departure</u></p> <p>On planned departure, a Person on Probation should take all of their personal items with them. The Supplier must ensure that the Person on Probation has agreed in writing that the Supplier may dispose of them in any way they see fit.</p> <p>There may be unplanned departures when a Person on Probation is unable to take all their property with them for a variety of reasons. On departure the Supplier should inventory all items left behind by a Person on Probation if they have left at short notice (e.g. has been recalled to prison), and where it is apparent that the goods involved are identification documents and/or are of significant monetary or sentimental value, consideration may on occasion, and where space permits, be given to retaining the items for up to seven (7) days. The Supplier must attempt to contact the Person on Probation or their next of kin and where appropriate the CPP in attempting to return such property. In such circumstances, an inventory must be taken of all the belongings indicating, where possible, the value of them. The member of Supplier's Personnel involved should sign the inventory. Items of personal identification must be disposed of or returned in line with relevant guidance.</p>
C20	<p>'Where any Bed Space is permanently or temporarily below the standards set out in Section C of this Schedule 1 (Specification) the Supplier shall withdraw the Bed Space(s) from use and shall, at its cost, address the issues. If the Bed Space may be unavailable for a period of more than twenty-four (24) hours following the start of the first Working Day of the Bed Space becoming unavailable, regardless of the cause, a notification must be sent to the Authority within this timeframe. Following this, a written plan must be produced by the Supplier and sent to the Authority within three (3) Working Days of the Bed Space(s) being out of use, for its approval, that clearly sets out:</p> <ul style="list-style-type: none"> i. why the Bed Space(s) / Accommodation are not ready for use; ii. the date the Bed Space(s) / Accommodation are expected to be brought back into use; iii. details of the required works the Supplier is organising to bring the Bed Space(s) / Accommodation back into use; <p>The three (3) Working Days will commence on the first Working Day following the Bed Spaces/ Accommodation becoming unavailable.</p> <p>The Authority will consider the plan and will not withhold Approval unless the plan is incomplete, inaccurate or is wrongly categorised and the time approved by the Authority will become the agreed repair time. The Authority will reserve the right to visit the Bed Space(s) / Accommodation and verify the plan.</p>

	The Supplier must ensure that any Bed Space(s) / Accommodation that are out of use does not impact on the ability of the Supplier to meet the Accommodation demand requirements as set out in this Schedule 1 (Specification).
C21	Subject to agreement with the Authority, the Supplier may propose to run small scale pilot/s to either explore a new approach or idea to address specific and agreed elements of the Accommodation offer.

D – Support

Service Output Group	Service
D1	The Supplier shall provide Support to a Person on Probation residing in the Accommodation. The Support provided by the Supplier must include contact at least once per week.
D2	The Supplier must keep clear, accurate records of the Support delivered and provide feedback to the Person on Probation's CPP following every contact (through scheduled Support or other contact) with the Person on Probation via email and within twenty-four (24) hrs, unless there is a need for the notification to be sooner, in accordance with this Schedule 1 (Specification).
D3	<p>The focus of the Support is to help the Person on Probation maintain and manage their temporary accommodation and support the CPP in their work to assist the Person on Probation to move on to Settled Accommodation.</p> <p>In terms of assisting Persons on Probation maintain and manage their temporary accommodation, the activities which must provided by the Supplier include, but are not limited to:</p> <ul style="list-style-type: none"> • a minimum of fortnightly home visits to the Accommodation to check how the Person on Probation is getting on in taking care of the Accommodation and confirming the Person on Probation is still residing in the Accommodation and is using it to its intended purpose (single occupancy accommodation). • ensuring all utilities are in working order and the Person on Probation can use these. This should include budgeting and fair usage advice for essentials (electricity, heating, water etc.). • ensuring the Person on Probation understands the methods to report repairs and what would constitute an urgent/non-urgent repair (e.g. fire or flooding risk etc.)

	<ul style="list-style-type: none"> ensuring the Person on Probation is taking appropriate steps to ensure their own safety in the Accommodation (closing windows, locking doors, fire safety etc.) and that they are aware of any relevant fire protection equipment and policies put in place by the Supplier. This may include additional safety planning for any Person on Probation who has experienced Domestic Abuse. communicating weekly with the Persons on Probation's CPP, including clearly outlining any concerns regarding maintenance of Accommodation or regarding contact with and well-being of the Person on Probation, including escalating any safeguarding or risk concerns to the CPP. ensuring the Person on Probation is informed what incidents might constitute a breach of the Supplier's Accommodation Agreement or lead to eviction. ensuring the CPP is informed at the earliest possible opportunity of any issues that may cause the Supplier to wish to withdraw the Accommodation from a Person on Probation. identifying further areas of support that may be needed and communicating this to CPP. working with Persons on Probation with protected characteristics as defined under Equality Act 2010 and Persons on Probations where English is not their first language. ensuring all female Persons on Probation are given the option of a female support worker. Ensuring Supplier's Personnel have an awareness and understanding of gender-specific approaches. This must include understanding the landscape of specialist services. <p>In terms providing Support to Persons on Probation with move on to Settled Accommodation activities, activities which must be provided by the Supplier must include, but are not limited to:</p> <ul style="list-style-type: none"> discussing and agreeing with the CPP as to what activities to undertake. The CPP will outline work undertaken with other relevant agencies. <p>This could include, but is not limited to:</p> <ul style="list-style-type: none"> involvement in discussions regarding move on options with the Person on Probation. accompanying a Person on Probation to visit a potential Settled Accommodation placement. liaison with other staff/services involved in securing Settled Accommodation for example any commissioned rehabilitative services. providing help setting up a bank account, support making a benefit claim. signposting the Person on Probation to places of interest, leisure facilities, jobcentre, doctors, hospital, shops etc. providing an accommodation reference to the Person on Probation to use with future landlords.
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D4	Upon written request of the Authority, the Supplier must contribute and provide relevant input to case reports, incident reports and contribute or participate in multi-agency meetings. For example, a Person on Probation with high needs.
D5	Decisions regarding withdrawing a Person on Probation from a Bed Space must be made by the Authority after consultation with the Supplier. This will happen if the Authority assesses that the risks/ behaviour cannot be managed safely in the Bed Space. It may also occur if the Person on Probation is not adhering to the requirements in the Accommodation Compact.
D6	Where contact with the Person on Probation has been attempted on various occasions, this may be claimed as a successfully delivered support session in agreement from the Authority, where the Supplier can evidence to the regional CAS3 Contract Management Team that all reasonable attempts have been made to make contact, including visits to the Accommodation. . Where the CAS3 contract management team is satisfied that the Supplier has provided sufficient evidence that contact with a Person on Probation has been attempted at various times on multiple occasions this may be claimed as a successfully delivered support session.

E - Communication and Marketing

Service Output group	Service
E1	<p>Media enquiries and communication:</p> <p>The Supplier must refer any and all communication as part of their proactive community engagement, media enquiries and press releases to the Authority for Approval prior to release.</p> <p>The contact for the handling of media enquiries are:</p> <ul style="list-style-type: none"> i. Contract Manager: [REDACTED] ii. Ministry of Justice Press Office: 020 3334 3506 Supplier:

F - Management Information

Service Output group	Service
F1	<p>The Supplier shall provide to the Authority, Management Information in accordance with this Section F of the Schedule 1 (Specification) and Schedule 7 (Reports, Records and Management Information) , and where otherwise requested by the Authority from time to time, promptly, and in event within two (2) Working Days of any request by the Authority. This obligation shall commence from Commencement Date.</p> <p>The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided at any time by giving the Supplier one (1) months' notice.</p>
F2	<p>As part of the Contract award the Supplier must work with the Authority to agree the data which will be collected. The Supplier shall however collect the following data as a minimum:</p> <ul style="list-style-type: none"> • Bed spaces, including the total number secured, and if the Accommodation is Available Accommodation, Occupied Accommodation or Allocated Accommodation. This should be separately detailed for women and Persons on Probation with disabilities; • If the Bed Space is not immediately available, the date when it is expected to be. • an overview of all referrals received and their status, this includes, date received, date responded to, number of referrals received per week/month/total, any that are pending; • Persons on Probation case level details (all which the Supplier has access to) to include: protected characteristics: age, ethnicity, gender and/or disability status; • an overview of Persons on Probation in Accommodation, including the Accommodation type they are in, the arrival date and departure date; • the Referrer; • details of any complaints received, their status and action taken, • details of all Reportable Incidents, Major Incidents, including date and time they took place, were realised and were reported. • Number of support worker sessions completed, per week/ month/ total. This will include support sessions attempted- see Section D6 of this Schedule 1 (Specification). • The number of Persons on Probation who have been accommodated per week/ month/ total. • The numbers of Persons on Probation that have left per week/month/total.

F3	Management Information shall be delivered to the Authority via secure email on a monthly basis no later than 17:00 on the 5 th business day of the subsequent calendar month in respect of the preceding month.
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G – Feedback from Persons on Probation

Service Output group	Service
G1	The Supplier must have arrangements in place to obtain feedback from Persons on Probation on the delivery of Services that affect them and to use this to improve the Service that they provide. As a minimum this should be undertaken bi-annually and cover areas such as induction and support sessions. The Supplier shall provide the findings of feedback to the Authority bi-annually.

H – Incidents

Service Output group	Service
H1	<p>The Supplier must ensure that the CPP and HPT are consulted and informed of all concerns, in respect of a Persons on Probation immediately (in conjunction with any others that need to be informed) upon becoming aware of the same, by phone or if unavailable by email.</p> <p>The Supplier must report to the police any offence or suspicions that the Persons on Probation may be engaged in criminal activity. This includes evidence the presence of anyone under eighteen (18) years old at the Accommodation other than dependent children permitted to be present upon prior agreement from CPP.</p> <p>The Supplier must contact other emergency services, if they become aware of circumstances which require this.</p>
H2	Out of Hours Support

	<p>The Supplier must have in place, at all times including outside its normal business hours on each day of the year, arrangements to enable a suitably qualified duty manager or other equivalent member of the Supplier's Personnel to deal with any event or circumstance arising out of or relating to the Services or this Contract which requires an immediate action or response:</p> <ul style="list-style-type: none"> i. to mitigate risk of Serious Harm; ii. to safeguard data and all other information which the Supplier is required to produce and/or maintain under this Contract; and iii. to respond effectively to an emergency or contingency event;
H3	<p>Major Incidents are:</p> <ul style="list-style-type: none"> i. Death of a Persons on Probation while in receipt of the Services ** ii. Unexpected death, deliberate or accidental injury of anyone present in any Accommodation or any person involved in the provision of the Services ** iii. Evidence of anyone under eighteen (18) years old at the Accommodation other than dependent children permitted to be present iv. Sexual assault and/or abuse ** v. Indecent exposure ** vi. Physical assault requiring emergency medical intervention ** vii. Racially aggravated assault and/or abuse ** viii. Serious threats of violence where a child is involved or implicated ix. Other physical assault and/or abuse where a child is involved or implicated x. Serious accidental injury to any person whilst at any Accommodation or any person involved in the provision of the Services and emergency medical intervention xi. Persons on Probation self-harm needing emergency medical intervention xii. Fire, flood, structural damage resulting in full and/or partial evacuation of the Accommodation** xiii. Other incidents resulting in evacuation or closure of Accommodation ** xiv. Attack on the Accommodation xv. Bomb threat xvi. Police raid xvii. Discovery of firearms and/or other weapons (including swords and knives)

	<p>xviii. Discovery of drugs, or drug related activity including the supply and/or manufacture of drugs</p> <p>xix. Arrest on criminal charges in relation to an incident involving a Persons on Probation, the Supplier's Personnel or anyone with access to the Accommodation **</p> <p>xx. Serious anti-social behaviour involving a Persons on Probation(s) at or close to any Accommodation</p> <p>xxi. Attempted suicide</p> <p>xxii. Arrest of a member of the Supplier's Personnel on duty or in relation to work issues</p> <p>xxiii. Hostage Incidents</p> <p>Reportable Incidents are:</p> <ul style="list-style-type: none"> i. Serious threats of violence ii. Other physical assault and/or abuse iii. Verbal assault and/or abuse iv. Other abuse including bullying, neglect and/or financial abuse v. Minor injuries (not cuts and bruises) in the Accommodation or in the provision of the Services vi. Other fire, floor and/or structural damage to the Accommodation vii. Vandalism and/or criminal damage to the Accommodation viii. Alleged theft, including of property of another Persons on Probation or the Supplier ix. Arrest on criminal charges other than as described above x. Evidence of overnight guests at the Accommodation xi. Loss of official sensitive or confidential data – all formats <p>For those marked with ** the Supplier shall ensure a case review will be undertaken and reported to the Authority within twenty eight (28) days of the incident occurring provided that the Supplier shall in any event comply also with the notification requirements set out in this Specification. A template for the twenty (28) day review will be provided by the Authority.</p> <p>Where the Supplier becomes aware or is concerned of an incident or behaviour that does not fit into any category above, they must inform the CPP and HPT at the earliest opportunity. The Supplier should refer to Section H4 of this Schedule 1 (Specification) for additional guidance.</p>
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H4	<p>Unacceptable behaviour/ withdrawal of Accommodation</p> <p>I. If problems arise with the behaviour of a Persons on Probation, the Supplier shall raise these with the Persons on Probation, wherever possible, to discuss openly and seek a resolution.</p> <p>II. It is expected that there will be instances when some Persons on Probation will behave in a way which will undermine their involvement in the Services. The Supplier must ensure that the reasons for any concerns are investigated.</p> <p>III. The Supplier must ensure that the CPP and HPT shall be informed of any concerns, relating to or received by a Persons on Probation immediately upon becoming aware of the same by phone, or if unavailable by email. Any contact must be followed up to check it has been received and to confirm what action is taken.</p> <p>IV. The CPP must act on any concerns that are raised by the Supplier. The action(s) will depend on the nature of the concerns raised. The CPP will need to consider whether the Persons on Probation is in breach of their custodial licence, or post-sentence supervision requirements, depending on the terms under which they are being supervised by probation, and therefore whether to take enforcement action (apply sanctions). The actions must include acknowledging to the Supplier they have received the concerns from them, within one business day (Monday – Friday) and providing an update as to the action(s) taken/ to be taken, also within one business day (Monday – Friday).</p>
H5	In all circumstances, the Authority retains the discretion to instruct the Supplier to cease using an Accommodation and/or Bed Space for any reason including but not limited to a failure to meet the requirements set out in this Schedule 1 (Specification).

I – Information Management

Service Output group	Service
I1	<p>In the collection, handling and storing of data the Supplier must ensure it complies with Data Protection Act 2018 (DPA 2018) requirements and the following legislation; Human Rights Act, 1998, Crime and Disorder Act, 1998. Minimum security requirements will be required to protect Personal Data.</p> <p>The Supplier must adhere to cyber essentials in line with the National Cyber Security Centre guidance https://www.ncsc.gov.uk/guidance.</p>

I2	The Supplier must collect relevant Management Information data and keep records, as detailed within Schedule 7 (Reports, Records and Management Information).
I3	The Supplier must ensure that all email correspondence regarding the Services is secure and as a minimum this must be in line with the National Cyber Security Centre guidance https://www.ncsc.gov.uk/guidance

SCHEDULE 2 - SERVICE SOLUTION

Question 3 – Delivery of Accommodation

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

Question 3 – Appendix 1

[REDACTED – commercially sensitive]

Question 4 – Property Standards

[REDACTED – commercially sensitive]

Question 4 – Appendix 1

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

Question 5 – Delivery of Support Provisions

[REDACTED – commercially sensitive]

Question 5 – Appendix 1

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

Question 5 – Appendix 2

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

Question 5 – Appendix 3

[REDACTED – commercially sensitive]

Question 6 – Occupancy Management

[REDACTED – commercially sensitive]

Question 6 – Appendix 1

[REDACTED – commercially sensitive]

Question 7 – Social Value, Economic and Social Equality

[REDACTED – commercially sensitive]

Question 8 – Social Value, Environmental

[REDACTED – commercially sensitive]

SCHEDULE 3 - MOBILISATION

1. INTRODUCTION

- 1.1 This Schedule, together with the Mobilisation Plan, describes the Parties' respective rights and obligations during the Mobilisation Period in respect of the build-up of Services (excluding the Mobilisation Services) by the Supplier in accordance with Section C3 of Schedule 1 (Specification),.
- 1.2 The Parties agree the primary objective of the Mobilisation Services is the successful rapid increase of the Services (excluding the Mobilisation Services) to align with the number of beds and Support required each Month without deterioration in the levels of performance of the Services (excluding the Mobilisation Services).

2. MOBILISATION CHARGES

- 2.1 The Parties agree that there will be no fees and charges payable by the Authority to the Supplier in connection with the Mobilisation Services.

3. MOBILISATION GOVERNANCE

- 3.1 During the Mobilisation Period (and for any such longer period as may be required by the Authority), the Supplier shall ensure that its necessary Supplier's Personnel attend the Service Management Group governance meeting described in Schedule 6 (Governance). Subject to the Approval of the Authority, such meetings may be held via teleconference facilities.

4. MOBILISATION PLAN

- 4.1 The Mobilisation Plan is set out in Annex 1 of this Schedule 3 (Mobilisation).
- 4.2 The Supplier shall keep the Authority informed of progress against the Mobilisation Plan throughout the Mobilisation Period and provide a weekly update of progress to the Authority from the Commencement Date until the end of the Mobilisation Period.

5. MOBILISATION REQUIREMENTS

- 5.1 The Supplier shall:
 - 5.1.1 provide the Mobilisation Services in accordance with the Mobilisation Plan and this Contract;
 - 5.1.2 not cause disruption to Authority during the Mobilisation Period;

- 5.1.3 fully co-operate with the Authority, and the Other Suppliers in respect of Mobilisation Services during the Mobilisation Period.
- 5.2 The Supplier shall name:
 - 5.2.1 a member of the Supplier's Personnel to be in charge of the Mobilisation Plan and the Mobilisation Services on behalf of the Supplier (the '**Mobilisation Manager**'); and
 - 5.2.2 members of the Supplier's Personnel who will assist with the Mobilisation Plan and the Mobilisation Services (the '**Mobilisation Team**').
- 5.3 The Supplier shall inform the Authority in writing of the Mobilisation Manager and the Mobilisation Team and shall notify the Authority if any changes are made to the Mobilisation Manager and/or the Mobilisation Team.
- 5.4 Where the Supplier becomes aware of a risk or issue relating to the Mobilisation Services, including an actual or anticipated delay to the completion of a Mobilisation Plan it shall immediately notify the Authority in writing.

ANNEX 1 - MOBILISATION PLAN

Question 2 – Mobilisation

[REDACTED – commercially sensitive]

Question 2 – Appendix 1

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

Question 2 – Appendix 2

[REDACTED – commercially sensitive]

[REDACTED – commercially sensitive]

Question 2 – Appendix 3

[REDACTED – commercially sensitive]

Question 2 – Appendix 4

[REDACTED – commercially sensitive]

Question 2 – Appendix 5

[REDACTED – commercially sensitive]

Schedule 4 - Performance

1. PERFORMANCE FAILURES

- 1.1 Without prejudice to any other rights and remedies the Authority may have, if during the Contract Period:
 - 1.1.1 Default by the Supplier occurs and/or service performance in respect of any CAS3 Key Performance Indicator is below the Improvement Plan Threshold, the Authority shall be entitled to initiate the Improvement Plan Process;
 - 1.1.2 a Notifiable Default occurs, the Authority shall be entitled to initiate the Rectification Plan Process; and/or
 - 1.1.3 a Supplier Termination Event occurs, the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to Clause 45.1.
- 1.2 The Authority may, at its sole discretion, exercise its judgement when deciding whether to pursue an Improvement Plan, and may instead choose to work collaboratively with the Supplier on a Pre-improvement Plan and monitor progress. In deciding not to pursue an Improvement Plan at that time, the Authority does not limit its right to pursue an Improvement Plan at a later date.

2. FIRST FIX

- 2.1 Notwithstanding any other provision in this Contract, in the event of a Default by the Supplier (or any anticipated Default by the Supplier) the Supplier shall:
 - 2.1.1 notify the Authority of the Default, which subject to any earlier time frames set out in this Contract, shall be as soon as practicable, but in any event within (2) Working Days of becoming aware of the Default, detailing the actual or anticipated effect of the Default and whether the Default is:
 - a. below the Improvement Plan Threshold;
 - b. a Notifiable Default; or
 - c. a Supplier Termination Event;
 - 2.1.2 (if the Default occurs) remedy the Default as soon as possible including when the Authority notifies the Supplier in writing where it considers a Default has occurred or is anticipated to occur (which it may do at its sole discretion); and
 - 2.1.3 use all reasonable endeavours to eliminate or mitigate the consequences or delay of any such Default or anticipated Default on the Authority.

3. IMPROVEMENT PLAN PROCESS

- 3.1 Where the Authority invokes the Improvement Plan Process in accordance with Paragraph 1.1.1 of this Schedule 4 (Performance), the Authority shall notify the Supplier in writing that it requires an Improvement Plan.
- 3.2 The Supplier shall serve a draft Improvement Plan within five (5) Working Days (or any other period agreed in writing by the Parties) even if the Supplier disputes that it is responsible for the matters complained of.

- 3.3 If the Authority considers that the draft Improvement Plan is insufficiently detailed to be properly evaluated or will take too long to complete or will not remedy the matters complained of then it may at its sole discretion agree a further time period for the development and agreement of the Improvement Plan or escalate any issues with the draft Improvement Plan.
- 3.4 Following agreement of an Improvement Plan, if the Supplier fails to perform its obligations under the Improvement Plan, the Authority may either give the Supplier a further opportunity to do so or elect by notice in writing to the Supplier to deal with the issue through the Rectification Plan Process.

4. RECTIFICATION PLAN PROCESS

4.1 In the event that:

- 4.1.1 the Supplier commits a material Default that, in the opinion of the Authority, is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default);
- 4.1.2 the Supplier fails to remedy a Default in accordance with an Improvement Plan;
- 4.1.3 Available Bed Spaces fall below the Improvement Plan levels on three (3) consecutive Months; or
- 4.1.4 in the Authority's opinion, the Services are being delivered in a way that the characteristics defined in the Equality Act 2010 are not fairly protected and accommodated for,

each a "**Notifiable Default**", the Supplier shall notify the Authority of the Notifiable Default in accordance with Paragraph 2.1.1 of this Schedule 4 (Performance) and unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

- 4.2 When a Notifiable Default occurs (including where the Authority notifies the Supplier (setting out sufficient detail) that, in its reasonable opinion, it considers a Notifiable Default has occurred) then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves notice to terminate this Contract, the Supplier shall comply with the Rectification Plan Process.

4.3 The Rectification Plan Process shall be as follows:

- 4.3.1 the Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed in writing between the Parties) after the original notification submitted by the Supplier or the Authority pursuant Paragraph 4.2 of this Schedule 4 (Performance). even if the Supplier disputes that it is responsible for the Notifiable Default;
- 4.3.2 the draft Rectification Plan shall set out:
- 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 (including the actual or anticipated effect on the performance of the Supplier's obligations under this Contract); 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);
- 4.3.3 the Supplier shall promptly, and in any event within two (2) Working Days, provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with the Dispute Resolution Procedure;
- 4.3.4 the Authority shall provide written notification to the Supplier indicating whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give written reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed in writing between the Parties) of the Authority's notice rejecting the first draft;
- 4.3.5 if the Authority consents to the Rectification Plan:
 - a. the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
 - b. the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default unless and until a Rectification Plan Failure occurs; and
- 4.3.6 the Authority may reject the draft or revised Rectification Plan submitted to it under Paragraph 4.3.4 of this Schedule 4 (Performance) by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for such reasons including:
 - a. it is insufficiently detailed to be capable of proper evaluation;
 - b. it will take too long to complete;
 - c. it will not prevent reoccurrence of the Notifiable Default; and/or
 - d. it will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

5. REVIEW OF KPIS

- 5.1 Subject to Paragraph 5.2 of this Schedule 4 (Performance), not more than once in each calendar year of the Contract Period the Authority may, on giving the Supplier at least three (3) Months' notice propose a change to the CAS3 Key Performance Indicators or any of the CAS3 KPI Thresholds or Improvement Plan Thresholds that apply in respect of one or more specific CAS3 Key Performance Indicators.
- 5.2 Within ten (10) Working Days of the date that notice is served by the Authority under Paragraph 5.1 of this Schedule 4 (Performance), the Parties shall meet to discuss the consequences of the proposed changes to the CAS3 Key Performance Indicators and/or the CAS3 KPI Thresholds or Improvement Plan Thresholds, at which meeting the Supplier shall be entitled to make representations to the Authority regarding the consequences of the proposed changes.

- 5.3 Subject to Clause 5.4, where the Parties (each acting reasonably) agree that the proposed changes to the CAS3 Key Performance Indicators will have a material adverse impact on the risk profile of the Supplier under this Contract, the proposed change shall be dealt by the Parties via the Change Control Procedure.
- 5.4 For all regulatory changes and other changes to the CAS3 Key Performance Indicators that do not fall within the remit of Paragraph 5.3 of this Schedule 4 (Performance), the Parties agree that such change may be incorporated into this Contract by the Authority in its discretion at no cost to the Authority.
- 6. REVIEW OF BED SPACE NUMBERS**
- 6.1 Part C of Schedule 1 (Specification) details the volumes and location of Bed Spaces that the Supplier shall provide under this Contract. Upon completion of the Mobilisation Period and every six (6) Months thereafter, the Supplier and the Authority shall hold a Review of Bed Space Numbers to determine if the number of Bed Spaces provided by the Supplier should be increased or decreased (the '**Review of Bed Space Numbers**'). The Parties agree that number of Bed Spaces shall not be increased or decreased by more than 25% of the total Bed Space numbers which were outlined in Part C3 of Schedule 1 (Specification) as of the Commencement Date.
- 6.2 The Parties agree that there will be a three (3) Month period from the date of the Review of Bed Space Numbers to implement any agreed change to the number of Bed Spaces. A phased change in the number of Bed Spaces below or up to the amount of agreed Bed Spaces shall be accepted and changes in this three (3) Month period shall be captured and billed accordingly.
- 6.3 If the Parties agree to amend the Bed Space numbers in accordance with Paragraph 6.1 of this Schedule 4 (Performance) a Change Authorisation Note will be completed by the Parties to update C3 of Schedule 1 (Specification).

ANNEX 1 CAS3 KPIS

The CAS3 Key Performance Indicators are detailed in the table below. These metrics and descriptions around performance will be reported to the Cabinet Office and into the public domain.

KPI no	CAS3 Key Performance Indicators	Key Performance Indicator Description	CAS3 KPI Threshold	Improvement Plan Threshold
KPI 1	Quality of accommodation	Bed Spaces in the Service meet the Service Specification for that Month, subject to a sample check by the Authority.	Good >= 90% Approaching Target = 80% to 89% Inadequate < 80%	< 80%
KPI 2	Support Sessions carried out.	Each Person on Probation is required to have at least one (1) weekly contact and fortnightly visits. The welfare visit should meet the needs of the Person on Probation and meet the requirements set out in Section D of the Service Specification. 90% by volume to be carried out to achieve a pass. Pass/fail.	Good >= 90% Approaching Target = 80% to 89% Inadequate < 80%	< 80%
KPI 3	Response to Referrals	All referrals for suitable Accommodation placement shall be processed by the Supplier in the agreed timescales.	Good >= 98% Approaching Target = 90 to 98% Inadequate < 90%	< 90%
KPI 4	Reporting requirements	All reports set out in Schedule 7 (Reports, Records and Management Information) are to be submitted in line with the reporting schedule stated.	Good = 100% on time Approaching Target = 90% to 99% on time Inadequate < 90% on time	< 90%

KPI 5	Social value	Actions are in place to address the social value elements of the contract. Supplier's Personnel with lived experience and programmes to develop life skills.	Good = Actions taken and the results are visible and positive in terms of social value. Approaching Target = Some Action Taken but little to no demonstrable results. Inadequate = no action taken	Inadequate = no action taken
KPI 6	Quantity of Beds Approved	The quantity of Bed Spaces in Service as agreed in the Contract after the Mobilisation Period of six (6) months (or agreed volume after the quarterly review) is met. To be calculated as the Average Available Bed Spaces.	Good >= 95% Approaching Target = 70% to 94% Inadequate < 70%	< 70%
KPI 7	Mobilisation	75% of the required Bed Spaces are in Service three (3) months from Commencement Date. To be calculated as the Average Available Bed Spaces.	Good >= 75% Approaching Target = 70% to 74% Inadequate < 70%	< 70%

SCHEDULE 5 - PRICING AND PAYMENT MECHANISM

1. PAYMENT

- 1.1 The Authority shall pay the Monthly Contract Price to the Supplier in arrears within thirty (30) days of receipt by the Authority of a Valid Invoice in accordance with the process set out in Paragraph 2 of this Schedule 5 (Pricing and Payment Mechanism).

2. MONTHLY CONTRACT PRICE

- 2.1 The Monthly Contract Price shall be based on the Available Bed Space(s) in each relevant Sub Region for the relevant Month. For each Sub Region, the Average Nightly Bed Space applicable to the relevant Sub Region shall be multiplied by the Available Bed Space(s) in the relevant Sub Region for the relevant Month. The Authority shall then combine these figures to determine the Monthly Contract Price for the relevant Month.

Sub Region	Average Nightly Price per Bed Space (£) excluding VAT
Liverpool	[REDACTED – commercially sensitive]
Blackpool	[REDACTED – commercially sensitive]
Central Lancashire PDU	[REDACTED – commercially sensitive]
Lancaster	[REDACTED – commercially sensitive]
East Lancashire PDU	[REDACTED – commercially sensitive]
Warrington & Halton PDU	[REDACTED – commercially sensitive]
Cheshire East PDU	[REDACTED – commercially sensitive]
Knowsley & St Helens	[REDACTED – commercially sensitive]
Blackburn	[REDACTED – commercially sensitive]
Carlisle	[REDACTED – commercially sensitive]
Chester	[REDACTED – commercially sensitive]
Barrow in Furness	[REDACTED – commercially sensitive]
Wirral	[REDACTED – commercially sensitive]
Workington	[REDACTED – commercially sensitive]
Other	[REDACTED – commercially sensitive]

- 2.2 The Parties may amend the total number of Bed Spaces to be provided by the Supplier in accordance with Paragraph 6 of Schedule 4 (Performance).

- 2.3 Notwithstanding Paragraph 2.3 of this Schedule 5 (Pricing and Payment Mechanism) or Paragraph 6 of Schedule 4 (Performance), unless the Bed Space comes within the definition of an Available Bed Space, the Authority shall not be liable to make a payment for such Bed Space until such time as it becomes an Available Bed Space.

3. INVOICING

- 3.1 The Authority issues purchase orders using Basware (or such other platform as specified by the Authority from time to time in writing) (the “**Purchase Order**”) and the Supplier shall, when invited, register on Basware.
- 3.2 A Valid Invoice is an invoice issued through Basware, unless the invoice contains:
- 3.2.1 additional lines not included in the relevant Purchase Order;
 - 3.2.2 line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order;
 - 3.2.3 prices and/or volumes which have been increased without written Approval.
- 3.3 On or before the tenth Working Day of each Month following the first Month of the Contract Period, the Supplier shall submit to the Authority a draft invoice together with all necessary and agreed supporting documentation which shall detail, for the previous Month, the payment due, with any reconciliation required for validation.
- 3.4 The Authority shall verify draft invoices received from the Supplier in a timely fashion and, in any event, within ten (10) Working Days of receipt and following such verification, the Supplier shall be entitled to submit its invoice to the Authority.
- 3.5 The Supplier shall ensure that each invoice contains the following information:
- 3.5.1 the date of invoice;
 - 3.5.2 a unique reference number;
 - 3.5.3 purchase order number;
 - 3.5.4 the period to which the invoice relates;
 - 3.5.5 the amount(s) being charged;
 - 3.5.6 VAT amount if applicable;
 - 3.5.7 the total amount owed;
 - 3.5.8 the contact name and telephone details of a responsible person in the Supplier's finance department in the event of query; and
 - 3.5.9 the banking details to enable payment to the Supplier.
- 3.6 All invoices submitted by the Supplier to the Authority shall be expressed in pounds sterling (£).
- 3.7 Subject to the terms of this Contract, the Authority shall make payment to the Supplier in pounds sterling (£) by electronic transfer within thirty (30) days of receipt of a valid and undisputed invoice.
- 3.8 If the Authority fails to pay undisputed sums properly payable under this Contract by the due date, the Supplier shall have the right to charge interest on the overdue amount at a

rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.

3.9 The Authority shall not pay an invoice which is not a Valid Invoice.

4. DISPUTED INVOICES

4.1 If the Authority disputes any invoice following receipt:

4.1.1 the Authority shall notify the Supplier of such disputed invoice and provide details of the specific elements of the invoice which are in dispute;

4.1.2 following notification, the disputed invoice shall be immediately deemed void and the Supplier shall re-issue a credit note for the full value of the disputed invoice and a second invoice to the Authority, for the undisputed sum (the '**Undisputed Invoice**') as soon as reasonably practicable or otherwise in accordance with any timeline specified by the Authority in writing;

4.1.3 Paragraph 3 of this Schedule 5 (Payment and Pricing Mechanism) above shall apply in respect of the Undisputed Invoice; and

4.1.4 the disputed amount shall be referred to the Dispute Resolution Procedure for resolution and an invoice for the agreed value issued when resolved.

SCHEDULE 6 - GOVERNANCE

1. GENERAL PRINCIPLES

- 1.1 This Schedule sets out the governance structure through which the Parties intend to manage their relationship. The Parties shall establish the following groups which are more fully described in this Schedule:
- 1.1.1 Relationship Management Group;
 - 1.1.2 Service Management Group;
 - 1.1.3 Contract Management Group
 - 1.1.4 Change Control Procedure Group; and
 - 1.1.5 Invoicing Assurance Group
- 1.2 The governance structure shall be subject to periodic review and all Contract Changes in relation to the structure shall be agreed through the Change Control Procedure.
- 1.3 The governance arrangements set out in this Schedule 6 (Governance) shall apply following the Services Commencement Date. During the Mobilisation Period (and for such longer period as may be required by the Authority Representatives for the Probation Region), the Parties shall observe the governance arrangements set out in Paragraph 3 of Schedule 3 (Mobilisation).
- 1.4 Nothing in this Schedule shall prevent the Parties from referring a dispute to the Dispute Resolution Procedure.

2. GOVERNANCE RULES

- 2.1 Each of the Relationship Management Group, the Service Management Group, and the Change Control Procedure Group shall, unless the Relationship Management Group otherwise specifies, comply with the following rules of governance:
- 2.1.1 the chair of each group will be appointed by Authority Representatives for the Probation Region;
 - 2.1.2 the chair will manage the proceedings of the meetings and issue all minutes of meetings;
 - 2.1.3 the secretariat for each group will be provided by Authority Representatives for the Probation Region and will be responsible for:
 - a. giving a minimum of ten (10) Working Days' notice to all proposed attendees of any meeting held pursuant to, and in accordance with, this Schedule 6 (Governance) (stating the time and place of the meeting) unless the Parties agree that reduced notice is required for reasons arising from the urgency of the issues for discussion or attendee availability, in which case either Party may give as much notice of the meeting as is reasonably practicable to provide in the circumstances;
 - b. proposing an agenda, attendees (including third parties where relevant) and duration for that meeting (which shall be agreed between the Parties' respective Senior Contract Managers or their agreed nominated representatives in writing prior to the meeting); and
 - c. recording minutes of the meeting;

- 2.1.4 a meeting will only be validly convened if, with respect to the relevant groups specified in Paragraph 1 of this Schedule 6 (Governance), at least one member of the Supplier's management team and the Authority's management team for the Probation Region respectively holding one of the positions detailed in Annex 1 (or their agreed nominated representatives who have sufficient authority to act on his behalf), is present.
- 2.2 Each Party shall appoint representatives as members of the Relationship Management Group, the Service Management Group, the Change Control Procedure Group.
- 3. RELATIONSHIP MANAGEMENT GROUP**
- 3.1 The Parties shall establish a group to be responsible for account management and overseeing the overall success of the relationship between the Supplier and Authority Representatives for the Probation Region, and to demonstrate executive commitment (the '**Relationship Management Group**').
- 3.2 The Relationship Management Group shall:
- 3.2.1 oversee the relationship between the Supplier and Authority Representatives for the Probation Region, facilitate positive working attitudes and approaches and provide strategic direction for the relationship;
 - 3.2.2 review and discuss the information and documentation shared at the Relationship Management Group meetings, any Rectification Plan(s) and the report the Supplier submits to Authority Representatives for the Probation Region quarterly in respect of its performance of the Services against the CAS3 Key Performance Indicators;
 - 3.2.3 review and approve the calculation of the CAS3 Key Performance Indicators;
 - 3.2.4 receive reports from the Exit Managers regarding the status of the Exit Plan and any issues associated with them;
 - 3.2.5 liaise with and receive reports from the Service Management Group, the Change Control Procedure Group and to consider and confirm decisions and actions to be taken (as applicable); and
 - 3.2.6 resolve significant issues escalated to it pursuant to this Schedule 6 (Governance) and/or the Dispute Resolution Procedure.
- 3.3 The first meeting of the Relationship Management Group shall be no later than twenty (20) Working Days after Commencement Date and, for the first six (6) Months following the first meeting of the Relationship Management Group, shall meet monthly thereafter. After that period, the Relationship Management Group shall meet as frequently as necessary but not less than once every three (3) Months.
- 4. SERVICE MANAGEMENT GROUP**
- 4.1 The Parties shall establish a group to be responsible for the day to day management of the relationship between the Supplier and Authority Representatives for the Probation Region for the provision of the Services (the '**Service Management Group**').
- 4.2 The Service Management Group shall meet once each Month or at any other intervals as the Parties may agree in writing but not less than once every Quarter. The first meeting shall be no later than twenty (20) Working Days after Commencement Date.
- 4.3 The Service Management Group shall be responsible for:

- 4.3.1 monitoring the performance of the Supplier in delivering the Services including reviewing the report the Supplier submits to the Authority Representatives for the Probation Region monthly in respect of its performance of the Services against the CAS3 Key Performance Indicators;
- 4.3.2 reviewing the levels at which the CAS3 Key Performance Indicators are set;
- 4.3.3 discussing potential opportunities to improve the performance, efficiency and effectiveness of the Services including those arising from reports made by a Probation Inspector or Prison Inspector from time to time, quality assurance reports, stakeholder surveys, the monitoring of the Management Information collected in accordance with Schedule 7 (Reports, Records and Management Information) and the delivery of the Services;
- 4.3.4 reviewing implementation of the Mobilisation Plan and addressing any issues arising in relation to the impact of the Mobilisation Plan on the delivery of the Services;
- 4.3.5 reviewing and discussing the Supplier's delivery of any Improvement Plan or Rectification Plan on which the Supplier shall report its progress to the Service Management Group, as applicable;
- 4.3.6 discussing and implementing any proposed Contract Change to this Contract in accordance with the Change Control Procedure where a Contract Change can be agreed and implemented without the need to convene the Change Control Procedure Group;
- 4.3.7 identifying and agreeing measures to address recurring or material problems with the delivery of the Services; and
- 4.3.8 providing the Relationship Management Group with an overview of the outcomes in relation to Paragraphs 4.3.1 to 4.3.7 of this Schedule 6 (Governance), highlighting any significant issues that need to be resolved and actions required.
- 4.3.9 monitoring and overseeing Mobilisation Period which shall include but not be limited to;
 - a. reviewing risks and issues and associated remediation and mitigation plans;
 - b. considering requests by the Supplier to amend the Mobilisation Plan;
 - c. receiving reports from the Supplier setting out achievement of Mobilisation Milestones; and
 - d. receiving weekly written updates from the Supplier.
- 4.4 The Authority Representatives for the Probation Region and the Supplier's nominated central colleagues shall attend the Service Management Group meeting when required to discuss any material changes to the way in which the Supplier provides the Services or any other changes that are planned to the Services.
- 5. CHANGE CONTROL PROCEDURE GROUP**
- 5.1 The Parties shall establish a group to discuss any Contract Changes which may be required to this Contract from time to time (the '**Change Control Procedure Group**').
- 5.2 The Change Control Procedure Group shall review each:

- 5.2.1 Change Requests;
- 5.2.2 Change Authorisation Notes; and
- 5.2.3 Impact Assessment,

which is prepared in accordance with Schedule 9 (Change Control Procedure).

6. INVOICING ASSURANCE GROUP

- 6.1 The Parties shall establish a group to be responsible for the invoicing of the Contract in line with Schedule 5 (Pricing and Payment Mechanism) (the '**Invoicing Assurance Group**').
- 6.2 The Invoicing Assurance Group shall meet once each Month ahead of the Supplier submitting an invoice to the relevant Authority Representative for the Probation Region and discuss;
 - 6.2.1 The Monthly invoice that is due to be submitted to the relevant Authority Representative for the Probation Region including any adjustments to be made in line with Schedule 5 (Pricing and Payment Mechanism);
 - 6.2.2 Invoices will be supported by Management Information aligned with agreed contractual charges for the purposes of validation.
 - 6.2.3 Any other financial issues that need to be discussed by the Parties.
 - 6.2.4 Changes made to the volumes of Bed Spaces as part of the six (6) Monthly Review of Bed Spaces meeting.

7. CONTRACT MANAGEMENT GROUP

The Parties shall establish a group to be responsible for the day to day contract management and delivery of the Services (the '**Contract Management Group**').

ANNEX 1 - GOVERNANCE BOARDS

Relationship Management Group (RMG) Representatives

Authority Representatives for the Probation Region	Supplier
Regional Probation Director	Lead Director
Head of Community Integration (Chair)	Senior Manager for the CAS3 Contract
Homelessness Prevention Team lead	Operational lead
Finance Manager	Finance lead for the contract

Service Management Group (SMG)

Authority Representatives for the Probation Region	Supplier
Head of Community Integration (as required or ad-hoc)	Senior Manager for the CAS3 Contract (as required or ad-hoc)
Homelessness Prevention Team lead	Operational lead
Finance Manager (as required)	Finance lead for the contract (as required)
	Regional Managers or equivalent

Change Control Procedure Group (CPG)

Authority Representatives for the Probation Region	Supplier
Head of Community Integration (Chair)	Lead Director
Contract Manager	Senior Manager for the CAS3 Contract
Finance Manager	Operational lead
	Finance lead for the contract

Invoicing Assurance Group (IAG)

Authority Representatives for the Probation Region	Supplier
Head of Community Integration (Chair)	Finance lead for the contract
Contract Manager	Operational lead
Finance Manager	

Contract Management Group

Authority Representatives for the Probation Region	Supplier
Contract Manager [Commercial]	Lead Director
Contract Manager [Regional]	Senior Manager for the CAS3 Contract
Regional Probation Director	Finance lead for the contract
Finance Manager	

SCHEDULE 7 - REPORTS, RECORDS AND MANAGEMENT INFORMATION

1. INTRODUCTION

- 1.1 The objective of this Schedule 7 (Reports, Records and Management Information) is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 1.2 This Schedule 7 (Reports, Records and Management Information) is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Contract or otherwise requested from time to time.

2. MANAGEMENT INFORMATION

- 2.1 The Supplier shall provide to the Authority the Management Information in accordance with the timescales set out this Contract, and where otherwise requested by the Authority from time to time, promptly, and in any event within two (2) Working Days, of the written request.
- 2.2 The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided through the Mobilisation Period and thereafter by giving the Supplier one (1) Months' written notice. Such changes may be made at the Authority's discretion. The Supplier shall effect such changes at no cost to the Authority.

3. REPORTS

- 3.1 The Supplier shall prepare and issue reports in accordance with the frequency and distribution list as set out in Annex 2 to this Schedule 7 (Reports, Records and Management Information). The Parties shall agree in writing the format of the reports and any detail specifically required (other than that already set out in this Contract) during the Mobilisation Period, such agreement not to be unreasonably withheld or delayed.
- 3.2 In addition to Paragraph 3.1, of this Schedule 7 (Reports, Records and Management Information), the Supplier shall promptly, and in any event within two (2) Working Days of the written request (and in the case of Paragraph 3.2.1 of this Schedule 7, immediately upon becoming aware), provide to the Authority reports which set out:
 - 3.2.1 areas of concern relating to the provision of the Services and of matters that may become of ministerial interest and/or may have media interest. This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and
 - 3.2.2 information to fulfil the Authority's obligations to supply information for Parliamentary, Ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General, andin preparing such reports, the Supplier shall include such information as the Authority may reasonably request.
- 3.3 The Parties may agree to incorporate a number of reports into a single report (such agreement not to be unreasonably withheld or delayed).
- 3.4 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in Annex 2 to this Schedule 7 (Reports, Records and Management Information) and/or produce reports other than those referred to in this Contract and the Supplier shall provide such reports to the Authority, at its cost, in the timeframe requested by the Authority. The Authority agrees to act reasonably when

making requests under this Paragraph 3.4 of this Schedule 7 (Reports, Records and Management Information).

4. RECORDS

- 4.1 The Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services (whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Contract, the Services provided and the charges paid under this Contract (including those set out in Annex 3 to this Schedule 7 (Reports, Records and Management Information) and otherwise required to be kept under this Contract) in accordance with the applicable Retention Period.
- 4.2 The Supplier shall keep the records and accounts it maintains under this Contract in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 4.3 The Supplier shall ensure that the Management Information and any other records, accounts reports, data and information it is required to maintain or provide to the Authority under this Contract is:
 - 4.3.1 compatible with the systems used by the Authority and is in a form that the Authority is able to access, download, read, print and analyse; and
 - 4.3.2 is fully auditable such that the Authority can understand when and by whom amendments and changes have been made.
- 4.4 The Supplier shall comply with the Authority's reasonable instructions in respect of the retention of records and accounts under this Contract including that set out in Annex 4 of this Schedule 7 (Reports, Records and Management Information) and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time on written notice to the Supplier. The Supplier agrees to effect such changes at no additional cost to the Authority.
- 4.5 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 4.6 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Authority.
- 4.7 The Supplier shall determine if there are any legislative or other requirements which would necessitate certain records to be retained for longer and, in such event, shall refer the matter to the Authority for its consideration.

5. ACCESS

- 5.1 Upon request, the Supplier shall promptly, and in any event within two (2) Working Days of request:
 - 5.1.1 make available to the Authority the Management Information, reports and records required under this Contract and all of the underlying data and documents that support any of them; and
 - 5.1.2 answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Contract.

6. MISTAKES IN INFORMATION

- 6.1 The Supplier shall be responsible for the accuracy of all documentation, drawings, reports and information supplied to the Authority by or on behalf of the Supplier under this Contract and shall pay the Authority on demand any extra costs occasioned by any discrepancies, errors or omissions therein.
- 6.2 The Supplier shall immediately notify the Authority in writing if it discovers any errors or omissions in the documentation, drawings and reports and/or information supplied to the Authority under this Contract and, in doing so, shall provide all necessary information to rectify such mistake (which shall include the Supplier confirming any consequences arising as a result of the revised position)

ANNEX 1 - PERFORMANCE MANAGEMENT INFORMATION

1. Details of each person referred to the Supplier as a potential Person on Probation:

- 1.1 A unique reference number for each Person on Probation
- 1.2 *Name and title
- 1.3 Date of birth
- 1.4 Gender, including re-assignment
- 1.5 Ethnicity including Authority ethnicity code
- 1.6 Disability and type
- 1.7 Home area
- 1.8 Name of referrer
- 1.9 Accommodation
- 1.10 Requested town / area
- 1.11 Date of referral
- 1.12 Date of offer or rejection
- 1.13 Status of referral – Live / Suspended / Cancelled / Aborted / Placed into CAS3
- 1.13a Sub-status of Referral to include as a minimum:
 - 1.13a.1 Duplication / Created in error
 - 1.13a.2 Applicant – Declined Offer
 - 1.13a.3 Applicant – Failed to arrive
 - 1.13a.4 Supplier – No suitable Property available in area
 - 1.13a.5 Supplier – No suitable Property other
 - 1.13a.6 Supplier – Incomplete Referral
- 1.14 Date of decision

2. Details of Persons on Probation / Caseload

- 2.1 Unique reference number for the Accommodation
- 2.2 Unique reference number for Bed Space
- 2.3 *Name and Title
- 2.4 Date of birth
- 2.5 Ethnicity including Authority ethnicity code
- 2.6 Home area
- 2.7 Gender including re-assignment

- 2.8 Expected date of departure
- 2.9 Date Induction conducted
- 2.10 Number of days in the Accommodation
- 2.11 Departure status to include as a minimum:
 - 2.11.1 CAS3 Accommodation withdrawn – Resp. Authority Enforcement
 - 2.11.2 Terminated – Persons on Probation Failed to Arrive
 - 2.11.3 Transfer to another CAS3 property
 - 2.11.4 Transfer to non-MoJ accommodation provision (non CAS3)
 - 2.11.5 Created in error
 - 2.11.6 Move out after 84 nights
- 2.11a Departure sub-status to include as a minimum:
 - 2.11a.1 Living with Family & Friends
 - 2.11a.2 Moved into Tenancy
- 2.12 Outcome
- 2.13 Failure to arrive and resultant action
- 2.14 Type of incident (Major or Other Reportable)
- 2.15 Date of reportable incident occurring
- 2.16 Time of day of reportable incident occurring
- 2.17 Date reportable incident was reported
- 2.18 Date(s) of evidenced weekly support session delivered

3. Accommodation

- 3.1 Local Authority
- 3.2 Accommodation and Bed Space identifier
- 3.3 Number of Bed Spaces by Accommodation
- 3.4 Total number of contractual Bed Spaces
- 3.5 Occupancy status of Bed Spaces at Accommodation being either:
 - 3.5.1 Vacant;
 - 3.5.2 Allocated but unoccupied (including unique Person on Probation reference number);
 - 3.5.3 Unavailable (including category);

- 3.5.4 Occupied but Person on Probation has overstayed (i.e. the Person on Probation has stayed in the Accommodation beyond the duration of the plus one (1) calendar day);
 - 3.5.5 Occupied by Person on Probation;
 - 3.6 For Bed Space not in use – Category of “Bed Space not in use”
 - 3.7 Date Bed Space not in use became not in use
 - 3.8 Date Bed Space not in use became available to use.
 - 3.9 Property accessibility
 - 3.10 Monthly Bed Space and Property Report Date Accommodation and Bed Space came into service
 - 3.11 Full address and post code
 - 3.12 Accommodation accessibility including wheelchair and other access
 - 3.13 Date upon which the Accommodation and Bed Space were no longer used for the Services
 - 3.14 The average number of Bed Spaces provided during the Month overall including Bed Space not in use
- 4. Finance**
 - 4.1 Open Book Accounts
- 5. Complaints**
 - 5.1 The number of complaints received, status and trends.
 - 5.2 Full details of the outcome of each complaint received by the Supplier (both resolved and not resolved)
- 6. Quality Assurance**
 - 6.1 Full details of the quality assurance arrangements the Supplier is delivering in respect of the Services including:
 - 6.1.1 processes in place;
 - 6.1.2 actions taken;
 - 6.1.3 outcomes arising;
 - 6.1.4 lessons learnt; and
 - 6.1.5 trend analysis.
- 7. Other**
 - 7.1 details of Sub-contractors
 - 7.2 Media interest – a list of media approaches, date and nature of approach

- 7.3 Details of Major Incidents including full details of rectification action undertaken by the Supplier.
- 7.4 A full record of all incidents relating to health, safety and security which occur during the Contract Period.
- 7.5 Any unexpected problems and emergencies resolved by the Supplier.
- 7.6 Details of proposed new Sub-contractors.
- 7.7 Any problems arising in respect of the Services that would cause the Authority concern in meeting its obligations under the Equality Act 2010.
- 7.8 Details of any proposed Key Personnel changes.
- 7.9 Health and safety, compliance with fire Regulations, report on health and safety and fire equipment inspections, details of any hazards and injuries and claims for compensation, new legislation and new materials to be used that are governed by the Control of Substances Hazardous to Health Regulations 2002.
- 7.10 Failure by Sub-contractors to fulfil any obligations they may have under any Sub-contract.

ANNEX 2 - REPORTS

2. Reports

Report Name	Content	Frequency and Date of Report	Method of Delivery to Authority
Monthly Bed Space and Property Report	<p>The data strands in each of the following sub-paragraphs to Paragraph 3 of Annex 1 of Schedule 7 (Reports, Records and Management Information), Monthly in arrears:</p> <p>Paragraph 3.1 - 3.14 inclusive of Annex 1 of Schedule 7 (Reports, Records and Management Information)</p>	First day of the Month	By secure email to [REDACTED]
End of Month final performance upload	<p>Performance against CAS3 Key Performance Indicators, Monthly in arrears and quarterly in arrears, including each of the data strands set out in Paragraphs 1, 2 and 3 of Annex 1 of Schedule 7 (Reports, Records and Management Information), Monthly in arrears</p> <p>Evidence of the Supplier's performance shall be collected in a way that enables the Supplier's provision of the Services to be analysed by protected characteristics as defined under the Equality Act 2010.</p>	10 th Working Day following Month end during the Contract Period; and a consolidated report on the 10 th Working Day (where the data will be treated as the final and accurate submission of the performance by the Supplier)	By secure email to [REDACTED]
Incidents Report	Report of Major Incidents and Other Reportable Incidents which have occurred.	<u>All incidents to be reported immediately to Community Probation Practitioner and Homelessness Prevention</u>	By secure email to [REDACTED]


Report Name	Content	Frequency and Date of Report	Method of Delivery to Authority
		<u>Team and within two (2) hours of Supplier being notified</u>	
Security Incidents Report	Report of information security incidents through appropriate internal management channels in accordance with Paragraph 6.4 of Schedule 12 (Information Security), and the Information Security Policy Framework and escalations shall be in line with the Information Security Policy Framework	Within one (1) hour of incident identification	By secure email to [REDACTED]
Security Breach Report	Report of any Breach of Security or attempted Breach of Security in accordance with the Authority's Information Assurance Policy plus any additional requirements which may be required in accordance with the escalation plan agreed pursuant to Paragraph 1.8 of Schedule 12 (Information Security).	Immediately	By secure email to [REDACTED] and by secure email to Authority senior contract manager
Social Value Report	Report of Social value KPI showing: <ul style="list-style-type: none"> • Number of SMEs, VCSEs sub-contracted • Contract value spent with SME and VCSE Sub-contractors • % of total contract value spent with SME and VCSE Sub-contractors • Number of full-time equivalent (FTE) employment opportunities created and filled under the contract, by UK region, for 	Every six (6) Months from the Commencement Date and within one (1) Month of Expiry Date	By secure email to [REDACTED]

Report Name	Content	Frequency and Date of Report	Method of Delivery to Authority
	those with lived experiences of homelessness and/or probation		

3. Incident Reporting

The Supplier shall report all incidents to the Authority Representatives for the Probation Region in accordance with the table below. Reports shall be submitted to the Authority Representatives for the Probation Region via secure email as follows:

All incidents to be reported immediately to Community Probation Practitioner and Homelessness Prevention Team and within two (2) hours of Supplier being notified

	INCIDENT	Major	Other	CR
	• Death of a Person on Probation	<input type="checkbox"/>		CR

	INCIDENT	Major	Other	CR
	<ul style="list-style-type: none"> Unexpected death – deliberate or accidental - of anyone present in the Accommodation or anyone conducting business in respect of the Services 	<input type="checkbox"/>		CR
Assault*	<ul style="list-style-type: none"> Sexual assault/abuse including threats thereof 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Indecent exposure 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Physical assault requiring emergency medical intervention 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Racially aggravated assault/abuse 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Serious threats of violence 	Child	<input type="checkbox"/>	Child CR
	<ul style="list-style-type: none"> Other physical assault/abuse 	Child	<input type="checkbox"/>	Child CR
	<ul style="list-style-type: none"> Verbal assault/abuse 		<input type="checkbox"/>	
	<ul style="list-style-type: none"> Other abuse, including bullying, neglect, and/or financial abuse and/or malicious communication 		<input type="checkbox"/>	
Injury*	<ul style="list-style-type: none"> Serious accidental injury incurred by the Supplier's Personnel or any other third party whilst in the Accommodation or any Supplier Premises and requiring emergency medical intervention 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Self-harm (Person on Probation) needing emergency medical intervention 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Minor injuries (but not cuts and bruises) – in the Accommodation or when conducting the Supplier's business only 		<input type="checkbox"/>	
	<ul style="list-style-type: none"> Attempted suicide or threat thereof 	<input type="checkbox"/>		
Property/ Service	<ul style="list-style-type: none"> Fire / flood / structural damage resulting in full / partial evacuation 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Other incident resulting in evacuation or closure of service 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Attack on any Accommodation 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Bomb threat 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Police raid 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Discovery of firearms / other weapons (swords/knives etc) 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Discovery of drugs factory/ activity 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Other fire / flood / structural damage 		<input type="checkbox"/>	
	<ul style="list-style-type: none"> Vandalism/criminal damage 		<input type="checkbox"/>	
	<ul style="list-style-type: none"> Targeted criminal activity on a property and/or a Persons on Probation (e.g cuckooing)** 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Arrest of Supplier's Personnel on duty or in relation to work issues 	<input type="checkbox"/>		
CAS3 Residents	<ul style="list-style-type: none"> Arrest on criminal charges in relation to an incident involving Persons on Probation, or third parties or property (including the Accommodation) in respect of the Services 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Serious Anti Social Behaviour involving a Service User(s) at or close to the Accommodation 	<input type="checkbox"/>		
	<ul style="list-style-type: none"> Alleged theft of Supplier Assets 		<input type="checkbox"/>	
	<ul style="list-style-type: none"> Arrest on criminal charges other than as described above 		<input type="checkbox"/>	
	<ul style="list-style-type: none"> Evidence of children (under 18 years old) at the Accommodation 	<input type="checkbox"/>		CR
	<ul style="list-style-type: none"> Overnight guests at the Accommodation 		<input type="checkbox"/>	
	<ul style="list-style-type: none"> Actual or suspected drug use 	<input type="checkbox"/>		
* Nothing in this Contract shall limit the Supplier's responsibility to report accidents and injuries to the Health and Safety Executive where required.				

	INCIDENT	Major	Other	CR
**	Indicates where a case review in accordance with the Service Specification shall be required			

ANNEX 3 - RECORDS

Record	Description
Agreement	<p>This Contract and all amendments to it.</p> <p>All other documents which this Contract expressly requires to be prepared.</p> <p>Notices, reports and other documentation submitted in accordance with this Contract.</p>
Accommodation Compact	A copy of the Accommodation Compact prepared by the Authority and signed by the Person on Probation during that Person on Probations probation meeting.
Supplier's Personnel	A list of all job titles, job descriptions and responsibilities assigned to the Supplier's Personnel (including personnel of any Sub-contractor), including whether such Supplier's Personnel are engaged on a full-time or part-time basis.
Supplier's Key Personnel	Records relating to the appointment and succession of the Key Personnel.
Sub-contracts	A list of all Sub-contracts it has entered into in respect of this Contract, including details as to the rights to terminate, assign (including whether the Sub-contract may be freely assigned to the Authority) and novate the Sub-contract, potentially price-affecting terms and any other information reasonably required to understand the nature, scope and purpose of such Sub-contracts and any potential risks to business continuity.
Assets and Intellectual Property	<p>A register which shall detail all Supplier Assets (including Intellectual Property Rights) used or created by the Supplier and/or the Supplier's Personnel during the provision of the Services, including the value of such items and, where the item or rights referred to belong or are subject to the rights of a third party then:</p> <ol style="list-style-type: none"> the identity of such third party; details of the third party's rights; <ol style="list-style-type: none"> details of the terms upon which the item or right has been made available to the Supplier (a copy of which may be disclosed to the Authority upon request); and any other information with the Authority should be made aware of in respect of such rights; and

Record	Description
	<p>c. where the Supplier Asset is or comprises software, whether:</p> <ul style="list-style-type: none"> (i) it is commercially available (from the Supplier or a third party); (ii) not commercially available, but developed by the Supplier or a third party specifically for use in the Services; or (iii) not commercially available and not developed by the Supplier or a third party specifically for use in the Services.
Premises	<p>A list of Supplier Premises and Accommodation used in the delivery of the Services and the premises of its Sub-contractors who perform Services on behalf of the Supplier, including:</p> <ul style="list-style-type: none"> a. the address of the premises; b. a brief description of the location; c. the nature of the premises used in connection with the Services; d. the Services carried out at the location; e. the hours of operation; and f. where relevant, the contact details of the landlord or other lessor of the property as applicable.
Accommodation Conditions	<p>A record of all relevant documentation relating to the Accommodation, including insurance certificates, records of house visits, house rules, maintenance records and records of compliance with statutory requirements such as PAT testing.</p>
Accommodation Visits	<p>A record of visits to each Accommodation property (both vacant and occupied), including unannounced visits to each occupied Accommodation property.</p>
Accommodation Incidents	<p>A written record, made within one (1) Working Day, notifying the Authority of any of the following incidents, with the exception of death and/or injury of a Person on Probation at any Accommodation (where the obligation shall be immediate):</p> <ul style="list-style-type: none"> a. where a Person on Probation is admitted to hospital; b. where a Person on Probation is subject to medical care and subsequently requires minor adjustments to be made to their Accommodation in this Schedule, before the Person on Probation returns; or

Record	Description
	<p>c. where a Person on Probation has medical needs which have not resulted in a visit or admission to hospital, but did result in police involvement.</p> <p>All notifications shall also be captured in the Management Information provided by the Supplier to the Authority.</p>
Post-Accommodation Report	<p>A closing summary, written at the expiration of the Person on Probation's Accommodation Compact, detailing:</p> <p>a. the Person on Probation's period of residence in the Accommodation;</p> <p>b. the support provided to and made use of by the Person on Probation;</p> <p>c. a description of the behaviour of the Person on Probation throughout the Accommodation Compact; and</p> <p>d. details of the Person on Probation's move-on accommodation, including address.</p>
Persons on Probation	<p>A list of the Persons on Probation who receive Accommodation under this Contract, including the information listed in section 2 of Annex 1 of this Schedule 7 (Reports, Records and Management Information) (titled "Details of Persons on Probation / Caseload").</p>
Processes	<p>Details of all processes and procedures (manually and electronically managed) used in connection with the performance and delivery of the Services.</p>
Performance	<p>All performance statistics and details of any performance issues and complaints relating to the Services.</p>
Operational Manuals Service	<p>All operational manuals prepared by the Supplier for the purpose of the provision of the Services.</p>
Training	<p>Details of all training materials used in connection with the performance and delivery of the Services.</p>
Certification	<p>All certificates, licences, registrations and warranties in each case obtained by the Supplier in relation to the provision of the Services.</p>
Change Control Procedure Documentation	<p>Documents submitted by the Supplier pursuant to the Change Control Procedure.</p> <p>Evidence of all Contract Changes approved in accordance with the Change Control Procedure.</p>
Dispute Resolution	<p>Documents submitted by the Supplier following invocation of the Dispute Resolution Procedure by either Party.</p>

Record	Description
Disposal Records	Documents that record the secure disposal of Authority Materials and Deliverables, whether such disposal is effected by the Supplier or the Supplier's Personnel.
Change of Control	Documents evidencing any change in ownership or control of the Supplier.
Financial Records	<p>The Open Book Accounts.</p> <p>Documents prepared by the Supplier in support of claims for payment of the Contract Price, including all invoices raised.</p> <p>Supplier and its Sub-contractors invoices and records related to applicable taxes.</p> <p>All expenditure that the Supplier anticipates incurring in respect of the provision of the Services and any funds held by the Supplier</p>
Legal	<p>Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.</p> <p>A list of any on-going and/or threatened disputes in relation to the Services (whether in respect of the Supplier or the Supplier's Personnel)</p>
Security	All records concerning Security Incidents.
Risk	A register setting out all risk arising in connection of the Services.
Force Majeure	Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
Free Services	A record of all services obtained at no charge from the Authority or any other government agency.
Personnel Data Protection Consents	Full written records of the consents and permissions obtained by the Supplier from the Supplier's Personnel to enable it to fulfil its obligations under Clause 15 (Supplier Personnel).
Personnel Security Clearance Consents	A record of the consents and permissions obtained by the Supplier relating to the Supplier's Personnel's security clearances.
Personnel Monitoring Consents	An auditable record of the written confirmations from the Supplier's Personnel, made prior to their employment or engagement and each (12) Months thereafter, that they have accepted: 1) the Authority's IT Acceptable Use Policy and 2) that communications sent or received by means of an Authority approved secure HMG network may be intercepted and/or monitored.
Freedom of Information	A record of all information retained by the Supplier for disclosure pursuant to Clause 34 (Freedom of Information).

Record	Description
Contact Record	A record of contact with each Person on Probation at the weekly support session and the actions agreed with the Person on Probation.
Attendance Failure Record	A record of the written warning issued by the Supplier to a Person on Probation for the latter's failure to attend a support session with the Supplier without a reasonable and acceptable explanation.
Information Sharing Record	A record of all information requested and/or shared with the policy by the Supplier.
Security Documentation	Security documentation covering the scope of the Services as records under configuration control including, but not limited to: <ul style="list-style-type: none"> (a) SyOPs for user, manager and administrator roles; (b) Policy documentation; (c) Security design and build/configuration documentation; (d) Security architecture documentation; and (e) Assurance (including security certifications, security tests etc) documentation.
Market Stewardship Principles – Complaints	A record of details of all issues arising out of complaints from suppliers that they have not received anticipated work (including volumes, where appropriate).
Market Stewardship Principles – Meetings	A record of details of the conduct of all meetings with members of the Supplier's supply chain.

ANNEX 4 - RETENTION PERIODS

Save for any Personal Data, the supplier shall ensure that all documentation that relates to the performance of this Contract, the Services and any other matters in respect of which the Authority is granted a right of audit hereunder shall be retained for a period of six (6) years from the expiry or termination of this Contract.

The Supplier shall retain Personal Data only as long as is necessary to administer any outstanding claims or to comply with legal or regulatory obligations.

Termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier.

SCHEDULE 8 - FINANCIAL RESPONSE TEMPLATE

[REDACTED – COMMERCIALY SENSITIVE)

[REDACTED – COMMERCIALLY SENSITIVE)

[REDACTED – COMMERCIALLY SENSITIVE)

SCHEDULE 9 - CHANGE CONTROL PROCEDURE

1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 This Schedule sets out the procedure for dealing with changes to this Contract.
- 1.2 The Parties shall deal with Contract Change as follows:
 - 1.2.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 3 of this Schedule 9 (Change Control Procedure);
 - 1.2.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 4 of this Schedule 9 (Change Control Procedure) before the Contract Change can be either approved or implemented;
 - 1.2.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 5 of this Schedule 9 (Change Control Procedure);
 - 1.2.4 the Supplier shall have the right to reject a Change Request solely in the manner and circumstances set out in Paragraph 6 of this Schedule 9 (Change Control Procedure);
 - 1.2.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5.2 of this Schedule 9 (Change Control Procedure) and the Contract Change has been approved by the Change Control Procedure Group (which will review the Change Request, Change Authorisation Note and Impact Assessment for each proposed Contract Change); and
 - 1.2.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 7 of this Schedule 9 (Change Control Procedure).
- 1.3 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall specify the testing and/or programme for implementation required as part of the Change Authorisation Note, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify the milestones and milestone date(s) in respect of such Contract Change for the purposes of such procedures.
- 1.4 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5.2 of this Schedule 9 (Change Control Procedure), then:
 - 1.4.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
 - 1.4.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, shall be without prejudice to each Party's other rights under this Contract.

2. COSTS

- 2.1 Subject to Paragraph 2.2 of Schedule 9 (Change Control Procedure):

- 2.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
 - 2.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Supplier.
- 2.2 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3. CHANGE REQUEST

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Schedule 9 (Change Control Procedure) and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 3.2 The Supplier shall prepare and provide to the Authority an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issue of the Change Request.

4. IMPACT ASSESSMENT

- 4.1 Each Impact Assessment shall be completed accurately and comprehensively on the form of Annex 3 of this Schedule 9 (Change Control Procedure) and shall include:
 - 4.1.1 details of the proposed Contract Change including the reason for the Contract Change;
 - 4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
 - 4.1.3 variation to the terms of this Contract that will be required as a result of that impact;
 - 4.1.4 details of the cost of implementing the proposed Contract Change;
 - 4.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Contract Price, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 4.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - 4.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Law; and
 - 4.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.
- 4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom, the preparation of the Impact Assessment shall also be subject to Clause 32 (Protection of Personal Data).
- 4.3 Subject to the provisions of Paragraph 4.4 of this Schedule 9 (Change Control Procedure), the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 5 of this Schedule 9 (Change Control Procedure) within fifteen (15) Working Days of receiving the Impact Assessment.

- 4.4 If upon receipt of the Impact Assessment, the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 4.4 of this Schedule 9 (Change Control Procedure) until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 4.5 Subject to Law, Paragraph 5 of this Schedule 9 (Change Control Procedure) and Clause 25.1 (Change in Law), the Authority may agree to an increase to the Monthly Contract Price or an Average Nightly Bed Space for the Sub Region if the Supplier can demonstrate in the Impact Assessment to the Authority's satisfaction that any additional costs have been actually, necessarily and reasonably incurred, it has taken all reasonably necessary steps to mitigate such additional costs, the proposed Contract Change requires additional resource and, in such event any change to the Monthly Contract Price or an Average Nightly Bed Space for the Sub Region resulting from a Contract Change (whether the change will cause an increase or decrease in the Authority's payment for the Services) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services. The calculation of costs for the purpose of Paragraphs 4.1.4 and 4.1.5 of this Schedule 9 (Change Control Procedure) shall:
- 4.5.1 be based on the Open Book Accounts;
 - 4.5.2 include estimated volumes of each type of resource to be employed;
 - 4.5.3 include full disclosure of any assumptions underlying such Impact Assessment; and
 - 4.5.4 include details of any new Sub-contracts necessary to accomplish the Contract Change.

5. CHANGE CONTROL PROCEDURE GROUP' S RIGHT OF APPROVAL

- 5.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 4.4 of this Schedule 9 (Change Control Procedure), the Authority shall provide to the Change Control Procedure Group the Change Request and the Impact Assessment to evaluate and review. Following the Change Control Procedure Groups review, the Authority shall do one of the following:
- 5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2 of this Schedule 9 (Change Control Procedure);
 - 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 5.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 4.4 of this Schedule 9 (Change Control Procedure), on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.

- 5.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 5.1 of this Schedule 9 (Change Control Procedure) and it has not been rejected by the Supplier in accordance with Paragraph 6 of this Schedule 9 (Change Control Procedure), then the Authority shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature within ten (10) working days. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Contract Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.
- 5.3 If the Parties have agreed the Contract Change in accordance with this Schedule 9 (Change Control Procedure) and the Authority does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

6. SUPPLIER' S RIGHT OF APPROVAL

- 6.1 Following an Impact Assessment, if:

- 6.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:
- a. materially and adversely affect the risks to the health and safety of any person; and/or
 - b. require the Services to be performed in a way that infringes any Law; and/or
- 6.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Specification show that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change;

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 3.2 of this Schedule 9 (Change Control Procedure) .

7. FAST-TRACK CHANGES

- 7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

If:

- 7.1.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed four (4) in any twelve (12) Month period; and
- 7.1.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period does not exceed £10,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 3, 4, 5 and 6 of this Schedule 9 (Change Control Procedure) but with

reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

- 7.2 The Parties may agree in writing to revise the parameters set out in Paragraph 7 of this Schedule 9 (Change Control Procedure) from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed four (4) in a twelve (12) Month period.

ANNEX 1 - CHANGE REQUEST

Change Request

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT	REQUIRED BY DATE	
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED:		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2 - CHANGE AUTHORISATION NOTE

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
MILESTONES (IF ANY) AND ASSOCIATED MILESTONE DATE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CONTRACT PRICE AND/OR AVERAGE NIGHTLY PRICE FOR ANY SUB REGION RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE:		
SIGNED ON BEHALF OF THE AUTHORITY	SIGNED ON BEHALF OF THE SUPPLIER	
SIGNATURE:	SIGNATURE:	
NAME:	NAME:	
POSITION:	POSITION:	
DATE:	DATE:	

ANNEX 3 – IMPACT ASSESSMENT

Impact Assessment

CHANGE REQUEST NUMBER:	ISSUED BY:	ISSUE DATE:
ISSUED TO:	REQUIRED BY DATE:	
AREA(S) IMPACTED / TYPE OF CHANGE:		
DETAILS OF THE PROPOSED CONTRACT CHANGE INCLUDING THE REASON FOR THE CONTRACT CHANGE:		
DETAILS OF THE IMPACT OF THE CHANGE REQUEST ON THE SERVICES AND THE SUPPLIER'S ABILITY TO MEET ITS OTHER OBLIGATIONS UNDER THIS CONTRACT:		
DETAIL ANY VARIATION TO THE TERMS OF THE CONTRACT THAT WILL BE REQUIRED AS WELL AS A RESULT OF THE IMPACT:		
DETAIL THE COST OF IMPLEMENTING THE PROPOSED CONTRACT CHANGE:		
DETAIL OF THE ON-GOING COSTS REQUIRED BY THE PROPOSED CONTRACT CHANGE WHEN IMPLEMENTED, INCLUDING ANY INCREASE OR DECREASE IN THE CONTRACT PRICE, ANY ALTERATION IN THE RESOURCES AND/OR EXPENDITURE REQUIRED BY EITHER PARTY AND ANY ALTERATION TO THE WORKING PRACTICES OF EITHER PARTY:		
TIMETABLE FOR THE IMPLEMENTATION, TOGETHER WITH ANY PROPOSALS FOR THE TESTING OF THE CONTRACT CHANGE:		
DETAILS OF HOW THE PROPOSED CONTRACT CHANGE WILL ENSURE COMPLIANCE WITH ANY APPLICABLE LAW:		

ANY SUCH OTHER INFORMATION AS THE AUTHORITY MAY REASONABLY REQUEST IN (OR IN RESPONSE TO) THE CHANGE REQUEST:		
CONFIRMATION IF THE CONTRACT CHANGE INVOLVES THE PROCESSING OR TRANSFER OF ANY PERSONAL DATA OUTSIDE OF THE UNITED KINGDOM. IF YES, DETAILS ARE REQUIRED ON HOW THIS IMPACT ASSESSMENT HAS BEEN PREPARED IN ACCORDANCE WITH SCHEDULE 9 (CHANGE CONTROL PROCEDURE)		
ANY OTHER INFORMATION TO BE ASSESSED:		
COMPLETED IMPACT ASSESSMENT SUBMITTED BY:	COMPLETED IMPACT ASSESSMENT SUBMITTED TO:	COMPLETED IMPACT ASSESSMENT ISSUE DATE:
RESPONSE TO THE IMPACT ASSESSMENT FOLLOWING CHANGE CONTROL PROCEDURE GROUP:		
APPROVED BY:	DATE APPROVED:	
CHANGE REQUEST TO BE PROGRESSED/AMENDED:	DATE CHANGE REQUEST ACTION PROGRESSED:	

SCHEDULE 10 - INSURANCES

1. OBLIGATION TO MAINTAIN INSURANCES

1. Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, for the periods specified in this Schedule 10 (Insurances) the Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Schedule 10 (Insurances) and any other insurances as may be required by applicable Law (together the **Insurances**). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
2. The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
3. The Insurances shall be taken out and maintained with insurers who are:
 1. of good financial standing;
 2. appropriately regulated; and
 3. of good repute in the international insurance market.
4. The Supplier shall ensure that the public and products liability and employer's liability insurance policies shall each contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

1. Without limiting the other provisions of this Contract, the Supplier shall:
 1. take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 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. FAILURE TO INSURE

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.
2. Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover on demand the premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF INSURANCES

1. The Supplier shall on or before the Commencement Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of

such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

5. CANCELLATION

1. The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
2. Without prejudice to the Supplier's obligations under Paragraph 3 of this Schedule 10 (Insurances), Paragraph 5.1 of this Schedule 10 (Insurances) shall not apply where the termination of any Insurance occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule 10 (Insurances).

6. INSURANCE CLAIMS

1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
2. Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim relating to or arising out of the provision of the Services 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 Authority) full details of the incident giving rise to the claim.
3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
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 Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX 1

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED

Supplier

2. INTEREST

To indemnify the insured (as specified in Paragraph 1 of this Annex 1 of Schedule 10 (Insurances)) in respect of all sums which the insured shall become legally liable to pay, whether contractually or otherwise, (including claimant's costs and expenses) as damages in respect of accidental:

- i. death or bodily injury to or sickness, illness or disease contracted by any person;
and
- ii. loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 of Schedule 10 (Insurances)) and arising out of or in connection with the provision of the Services and in connection with this Contract.

3. LIMIT OF INDEMNITY

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period and in respect of products and pollution liability (to the extent insured by the relevant policy), not less than ten million pounds (£10,000,000) in any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

United Kingdom

5. PERIOD OF INSURANCE

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

6. COVER FEATURES AND EXTENSIONS

- a. Indemnity to principals clause (or additional insureds equivalent).
- b. Infringement of privacy and wrongful arrest.
- c. Cross liability clause.
- d. Legal defence costs.
- e. Health & Safety at work Act(s) clause.
- f. Data protection legislation clause.
- g. Defective Premises Act clause.
- h. Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act.

7. PRINCIPAL EXCLUSIONS

- a. War and related perils.
- b. Nuclear and radioactive risks.
- c. Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment
- d. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- e. Liability in respect of predetermined penalties or service credits imposed under any contract entered into by the insured.

- f. 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.
- g. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- h. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

PART B: UNITED KINGDOM COMPULSORY INSURANCES

1. UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its United Kingdom and any other relevant statutory insurance obligations in full, including employer's liability insurance and motor third party liability insurance. Insurances are required to comply with all statutory requirements.

SCHEDULE 11 - EXIT / HANDBACK PROVISIONS

1. INTRODUCTION

- 1.1 This Schedule, together with any approved Exit Plan, sets out the Parties' respective obligations and responsibilities with regard to the transfer of the Services from the Supplier to the Authority and/or Replacement Supplier(s).
- 1.2 The Parties agree the primary objective of this Schedule, together with any approved Exit Plan, is to ensure the smooth and efficient transfer of the Services (whether in whole or in a number of parts) to the Authority and/or Replacement Supplier(s).
- 1.3 The Supplier acknowledges and agrees that, upon termination or expiry, the Services may transfer to any or all of the Authority and/or Replacement Supplier(s).

2. EXIT RESOURCING

- 2.1 In readiness of the commencement of the Exit Period:
 - 2.1.1 each Party shall appoint a suitably skilled and experienced Exit Manager who shall be responsible for, and dedicated to, co-ordinating and managing all aspects of each Party's obligations under the approved Exit Plan (the '**Exit Manager**'). In respect of the Supplier's Exit Manager, such individual shall be a member of Key Personnel; and
 - 2.1.2 the Supplier shall procure that its Exit Manager shall be assisted by an appropriately skilled team who shall assist in all aspects of the Supplier's responsibilities and obligations with regard to the approved Exit Plan, each of whom shall be considered a member of Key Personnel (the '**Exit Team**').

3. CHARGES FOR EXIT SERVICES

- 3.1 The Parties agree that no charges, fees and/or other costs shall be payable to the Supplier by the Authority for the provision of the Exit Services (including where such additional Exit Services are required during the Exit Period), nor shall the Supplier seek to recover any of the same from the Replacement Supplier(s).

4. EXIT GOVERNANCE

- 4.1 During the Exit Period, the Supplier shall ensure that all necessary Supplier's Personnel attend the governance meetings described in this Paragraph 4 of this Schedule 11 (Exit/Handback Provisions).
- 4.2 The Authority may change the attendees and the frequency of any of the governance meetings set out in this Paragraph 4 of this Schedule 11 (Exit/Handback Provisions) at any point during the Exit Period by notifying the Supplier in writing.
- 4.3 The Exit Project Board:
 - 4.3.1 shall be attended by:
 - (a) each Party's respective Exit Manager;
 - (b) each Party's senior account director responsible for exit; and
 - (c) any other representatives or other third party's the Authority may wish to invite, including senior representatives of the Replacement Supplier(s).

4.3.2 shall meet within one (1) week of the Exit Period and Monthly thereafter during the Exit Period at dates and times to be agreed between the Parties;

4.3.3 shall:

- (a) monitor and oversee the Exit Services;
- (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Exit Working Group;
- (c) consider requests by the Supplier to amend the Exit Plan(s) (whether in draft or in final form) and refer such requests to the Authority for Approval; and
- (d) have reported to it by the Supplier achievement of the Exit Milestones.

4.4 The Exit Working Group:

4.4.1 shall be attended by:

- (a) each Party's Exit Manager and members of the Exit Team with appropriate knowledge and expertise (including workstream leads and specialists); and
- (b) a representative of any Replacement Supplier(s).

4.4.2 shall meet within one (1) week of the commencement of the Exit Period and weekly thereafter during the Exit Period at dates and times

4.4.3 by the Authority;

4.4.4 shall review:

- (a) progress against the Exit Plan and Exit Milestones;
- (b) consider risks and issues notified to it by either Party; and
- (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate such matters.

5. DRAFT EXIT PLAN

5.1 The Supplier shall, within the first six (6) Months of the Commencement Date, prepare a detailed draft Exit Plan in respect of the transfer of the Services to the Authority and/or Replacement Supplier(s) for Approval by the Authority (such Approval not to be unreasonably withheld or delayed).

5.2 The draft Exit Plan shall include as a minimum:

5.2.1 an outline timetable to ensure the orderly transfer of the Services, including anticipated Exit Milestones;

5.2.2 a description of the anticipated Exit Services the Supplier shall provide to ensure the orderly transfer of the Services to the Authority and/or Replacement Supplier(s), including details of the processes, documentation, data transfer, systems migration and security related issues (including issues related to the security clearance of Supplier's Personnel) in respect of and arising as a result of the transfer;

- 5.2.3 in addition to that which is set out in Paragraph 5 of this Schedule 11 (Exit/Handback Provisions), a list of the types of information the Supplier shall provide during the Exit Period with an indicative timetable of when such information will be provided;
- 5.2.4 details of which of the Supplier's Personnel will or may transfer to the Authority and/or any Replacement Supplier(s), including an indicative timetable for the provision of information relating to Supplier's Personnel engaged in providing the Services; and
- 5.2.5 details of all final reports, audits and reconciliations to be carried out in relation to the Services, including those related to Person on Probation records.
- 5.3 As soon as reasonably practicable after the Supplier submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed in writing by the Parties) within five (5) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 5.4 If the Authority does not approve the draft Exit Plan, the Supplier shall amend the draft Exit Plan to take account of all reasonable suggestions made by the Authority and, subject to Paragraph 5.5, this Paragraph 5.4 together with Paragraph 5.3 of this Schedule 11 (Exit/Handback Provisions) shall be repeated until the Parties agree to the draft Exit Plan.
- 5.5 The Parties agree that the process set out in Paragraph 5.3 and 5.4 of this Schedule 11 (Exit/Handback Provisions) shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be referred to the Dispute Resolution Procedure.
- 5.6 Following Approval of the draft Exit Plan by the Authority, the Supplier shall, throughout the Contract Period at not less than once per Contract Year, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. Any changes required to the draft Exit Plan prior to the commencement of the Exit Period must be approved by the Change Control Procedure as a Contract Change.

6. FINALISATION OF EXIT PLAN

- 6.1 Within five (5) Working Days following the commencement of the Exit Period (or each Exit Period if this Contract is terminated in part), or such other date the Parties may agree in writing, the Supplier shall deliver to the Authority for Approval a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part thereof) from the Supplier to the Authority and/or the Replacement Supplier(s).
- 6.2 The proposed final draft Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under Paragraph 5 of this Schedule 11 (Exit/Handback Provisions), revised so that it reflects the particular requirements of the circumstances of the exit in question, including where only part of the Services are expiring or are being terminated. Under the proposed final draft Exit Plan, the Supplier shall provide a level of information, assistance and commercial protection to the Authority which is no less than that provided under the draft Exit Plan prepared and maintained under Paragraph 5 of this Schedule 11 (Exit/Handback Provisions).
- 6.3 The Authority agrees it shall provide, and shall direct any Replacement Supplier(s) to provide, any necessary information that the Supplier may reasonably request in order to enable the Supplier to finalise the Exit Plan.

- 6.4 As soon as reasonably practicable after the Supplier has submitted the proposed final draft Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the final draft Exit Plan.
- 6.5 The Authority shall be entitled to invite any Replacement Supplier(s) to join the meeting held in accordance with Paragraph 6.4 of this Schedule 11 (Exit/Handback Provisions) and the Supplier agrees it shall actively participate and co-operate with any Replacement Supplier(s) during such meeting(s). The Supplier shall promptly amend the proposed final draft Exit Plan to take account of any reasonable suggestions made by the Authority and/or any Replacement Supplier(s) and re-submit the proposed final draft Exit Plan to the Authority for Approval within two (2) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 6.6 If the Authority is unable to approve the proposed final draft Exit Plan within ten (10) Working Days of the date on which it was initially submitted to the Authority, the matter shall be referred to the Dispute Resolution Procedure. Until the agreement of the final draft Exit Plan, the Supplier shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).
- 6.7 In addition to those requirements set out in Paragraph 5.1 of this Schedule 11 (Exit/Handback Provisions), the final draft Exit Plan (or each final draft Exit Plan in the case the Services are expiring or being terminated in part) shall include:
- 6.7.1 where only part of the Services are being terminated or expiring, a description of those Services;
 - 6.7.2 the anticipated length of the Exit Period (which shall not exceed twelve (12) calendar Months from commencement of the Exit Period);
 - 6.7.3 the timetable for the transfer of the Services (or part thereof), including the Exit Milestones;
 - 6.7.4 details of the Exit Services the Supplier shall provide to the Authority and/or Replacement Supplier(s);
 - 6.7.5 details of the information and documentation to be provided by the Supplier to the Authority and any Replacement Supplier(s) to enable the successful transfer of the Services;
 - 6.7.6 the Deliverables arising from and in respect of the Exit Services;
 - 6.7.7 an impact assessment setting out the impact of:
 - (d) the expiry or termination of the part of the Services on any remaining Services; and
 - (e) the Exit Services upon the Services;
 - 6.7.8 details of and roles and responsibilities in respect of Supplier's Personnel that will perform the Exit Services (including those who will act as Key Personnel);
 - 6.7.9 a timetable for the provision by the Supplier of information on any of the Supplier's Personnel who are in-scope to transfer with Services (or part thereof);
 - 6.7.10 details of any tasks to be performed by the Authority and/or any Other Supplier(s) which are reasonably necessary in order for the Supplier to perform its own obligations in respect of the Exit Services;

- 6.7.11 the arrangements for the provision of reports detailing progress towards completion of all tasks comprising the Exit Services by reference to the Exit Milestones and any other timetables set out in the Exit Plan;
 - 6.7.12 the arrangements for the transfer of the Authority Materials and Deliverables to the Authority and/or (if so directed by the Authority) the Replacement Supplier(s) and/or any Other Supplier(s);
 - 6.7.13 a register of risks which may arise during the provision of the Exit Services and an explanation as to how those risks shall be mitigated;
 - 6.7.14 details as to how the Authority may verify completion of the Exit Services;
 - 6.7.15 details explaining the process of knowledge transfer to the Authority and any Replacement Supplier(s).
- 6.8 Where the Services subject to the Exit Plan are to be transitioned to Replacement Supplier(s), if the Replacement Supplier(s) are not appointed by the time that the Exit Plan is approved by the Authority, upon the appointment of the Replacement Supplier(s), then the Parties and the Replacement Supplier(s) shall promptly meet to review the approved Exit Plan so the Authority may approve in writing any changes that are required to the Exit Plan, having regards to the methods, process and strategy to be used by the Replacement Supplier for the transfer of responsibility of the Services.
- 6.9 Following Approval of the final draft Exit Plan by the Authority, the Supplier shall, throughout the Exit Period, review the approved Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Exit Services and the Authority's own plans with regard to the transition of the Services (or part thereof) to the Authority and/or the Replacement Suppliers. Any changes required to the approved Exit Plan must be promptly submitted, via the Exit Project Board, to the Authority for Approval (and not via the Change Control Procedure).

7. INFORMATION

- 7.1 The Supplier shall promptly, and in any event within two (2) weeks of the Authority's Approval of each Exit Plan, provide to the Authority (in such format as the it may reasonably require) an up-to-date set of the records complied by the Supplier under this Contract and all other information necessary to enable an orderly, timely and efficient transfer of the Services (or part thereof) to the Authority and/or a Replacement Supplier(s), including those records maintained in accordance with Schedule 7 (Reports, Records and Management Information) and a list of current work in progress, which contains:
- 7.1.1 a full and accurate description of the work;
 - 7.1.2 all project records and status reports;
 - 7.1.3 full and accurate details of uncompleted work and Deliverables; and
 - 7.1.4 an accurate estimate of the time to be taken to complete the uncompleted work and Deliverables.
- 7.2 During the Exit Period, the Supplier shall promptly update the Authority and, where so directed, any Replacement Suppliers, each time there are any changes to the information which has been provided to the Authority and/or any Replacement Supplier(s) in accordance with this Paragraph 7 of this Schedule 11 (Exit/Handback Provisions).

8. EXIT SERVICES

- 8.1 Notwithstanding Clause 47 (Survival), unless the Authority states otherwise in writing, the Supplier must continue to provide the Services to Persons on Probation in accordance with this Contract during the Exit Period and for up to eighty four (84) days post the expiry or termination of this Contract. For the purposes of this Paragraph 8.1, any provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Contract.
- 8.2 For the avoidance of doubt the Supplier will not be obliged by the Authority to:
- 8.2.1 assign any Accommodation or any leases for any Accommodation used for the Services to the Authority or any Replacement Supplier(s) during the Exit Period or post expiry or termination of the Contract; or
 - 8.2.2 transfer, novate or assign any Supplier Equipment to the Authority or any Replacement Supplier(s) during the Exit Period or post expiry or termination of the Contract.
- 8.3 During the Exit Period, the Supplier shall:
- 8.3.1 provide Exit Services to the Authority in accordance with the approved Exit Plan(s) and this Contract;
 - 8.3.2 continue to provide the Services to the Authority in accordance with this Contract, save to extent the Parties expressly agree otherwise in the approved Exit Plan(s); and
 - 8.3.3 achieve each Exit Milestone by the associated Exit Milestone Date.
- 8.4 Subject to Paragraph 8.3.2 of this Schedule 11 (Exit/Handback Provisions), the Supplier shall ensure that the provision of Exit Services will not have any adverse effect on the continuity and quality of any other Services provided by the Supplier during the Exit Period.
- 8.5 The Supplier shall be responsible for the maintenance of all documents relating to the Exit Plan, including:
- 8.5.1 documents which track progress against the Exit Milestones; and
 - 8.5.2 a register of risks and issues relating to the Exit Services.
- 8.6 Where the Supplier becomes aware of a risk or issue relating to the Exit Services, including:
- 8.6.1 an actual or anticipated delay to the completion of an Exit Milestone.
- it shall immediately notify the Authority in writing.
- 8.7 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 8.6 of this Schedule 11 (Exit/Handback Provisions), the Supplier shall provide the Authority with:
- 8.7.1 a plan of action to mitigate any risks or issues identified in accordance with Paragraph 8.6 of this Schedule 11 (Exit/Handback Provisions);
 - 8.7.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;

- 8.7.3 an indication on whether any change to the Exit Milestones or associated Exit Milestone Dates is required to mitigate the risk or resolve the issue and any details relating to such change; and
 - 8.7.4 a recommendation on whether or not escalation is required to the Exit Project Board.
- 8.8 During the Exit Period, the Supplier shall not, without the prior Approval of the Authority embark on any actions in respect of the Services that fall outside the ordinary course of business.
- 8.9 In addition to those Exit Services set out in the approved Exit Plan, the Supplier shall, to the extent applicable to the Services that the approved Exit Plan is in respect of:
 - 8.9.1 provide to the Authority, the Replacement Supplier(s) and Other Supplier(s) any reasonable assistance requested to allow the Services to continue without interruption following the termination or expiry of this Contract (whether in whole or in part) and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or any Replacement Suppliers;
 - 8.9.2 provide knowledge transfer to the Authority and the Replacement Supplier(s) as reasonably required relating to the processes and procedures used by the Supplier in performing the Services and, any other information, procedures, methods, tools and systems and knowledge sharing which would enable the Authority and any Replacement Supplier(s) to operate and deliver services similar to the Services, subject to such terms as agreed between the Parties in the approved Exit Plan as to the scope of the knowledge transfer that is to take place, when it is to occur and which Personnel are to be involved;
 - 8.9.3 provide clarification on any matter or issue upon which clarification is reasonably requested by the Authority and/or any Replacement Supplier(s) or proposed replacement supplier(s);
 - 8.9.4 allow the Authority's Personnel and the personnel of any Replacement Supplier(s) to shadow the Supplier's Personnel;
 - 8.9.5 at the Authority's request and, subject to Paragraph 10.2 of this Schedule 11 (Exit/Handback Provisions) at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), promptly transfer, novate or assign to the Authority or, if requested by the Authority, to the Replacement Supplier(s) and/or an Other Supplier(s) any agreement between the Supplier and any third parties that are relevant to the receipt of the Services by the Authority ('**Transferring Contracts**') and, in doing so, execute such documents and provide such other assistance as the Authority may require to effect such transfer, novation or assignment; and
 - 8.9.6 where notified by the Authority that the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require continued use of any Supplier Assets (and to the extent that, where the relevant Supplier Asset is within the scope of Paragraph 8.9.4 of this Schedule 11 (Exit/Handback Provisions), the Authority has not exercised its rights under that Paragraph), promptly procure, at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier(s) or Other Supplier(s) to use such Supplier Assets (with a right of sub-licence or assignment on the same terms).
- 8.10 Where requested by the Authority, its Replacement Supplier(s) and/or Other Supplier(s), the Supplier shall provide all reasonable assistance to the Authority, its Replacement Supplier(s) and/or Other Supplier(s) to enable it to determine:

8.10.1 which Transferring Contracts the Authority, its Replacement Supplier(s) and/or Other Supplier(s) require to be transferred in accordance with Paragraph 8.9.5 of this Schedule 11 (Exit Handback Provisions); and

8.10.2 which Supplier Assets the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require to be licensed in accordance with Paragraph 8.9.6 of this Schedule 11 (Exit Handback Provisions).

8.11 At the end of the Exit Period (or earlier if this does not adversely affect the performance or receipt of the Services and the Exit Services):

8.11.1 the Supplier shall and shall procure the Supplier's Personnel shall:

(a) promptly return all the Authority Materials and Confidential Information of the Authority (and all copies thereof) which the Supplier and/or the Supplier's Personnel have acquired under or as a result of this Contract or (if so directed) to any other third party in the format and media requested;

(a) deliver the Deliverables (and all copies thereof) to the Authority or (if so directed by the Authority) to any other third party in the format and media requested; and

(b) destroy all information, data and records it is required to retain under this Contract upon the earlier of:

i. the expiry of the applicable Retention Period;

ii. the written request of the Authority,

and thereafter, certify that it and the Supplier's Personnel have done so.

8.12 In the event that the approved Exit Plan only relates to partial termination of the Services, the obligations set out in Paragraph 8.11 of this Schedule 11 (Exit/Handback Provisions) shall only apply to the extent necessary to ensure the proper and orderly return of each Party's property in respect of those Services then being terminated.

8.13 In satisfying Paragraph 8.11 of this Schedule 11 (Exit/Handback Provisions), the Supplier shall ensure the confidentiality, integrity and security of the subject matter being returned and shall return such items in the format reasonably requested.

9. POST EXIT ASSISTANCE

9.1 Following the Exit Period, the Supplier shall provide to the Authority and any Replacement Supplier(s) reasonable access to:

9.1.1 such information and documentation relating to the Services that is in it or the Supplier's Personnel's possession or control, including the right to take reasonable copies of that material; and

9.1.2 such members of the Supplier's Personnel who have been involved in the provision or management of the Services.

10. TRANSFERRING CONTRACTS

10.1 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority, Replacement Supplier(s) and/or Other Supplier(s) has been effected.

- 10.2 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Contracts shall be apportioned between the Authority and the Supplier, the Replacement Supplier(s) and/or Other Supplier(s) and the Supplier (as applicable) as follows:
- 10.2.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.2.2 the Authority shall be responsible for (or shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) 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
- 10.2.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 10.3 Each Party shall pay (and/or the Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) shall pay) any monies due under Paragraph 10.2 of this Schedule 11 (Exit/Handback Provisions) as soon as reasonably practicable.
- 10.4 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority, any Replacement Supplier(s) and/or Other Supplier(s) may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority, any Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph 8.9.5 of this Schedule 11 (Exit/Handback Provisions) in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.
- 10.5 The Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) that is assigned or novated any Transferring Contract shall, on demand indemnify the Supplier and keep it indemnified and hold it harmless from and against all Losses which the Supplier may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph 8.9.5 of this Schedule 11 (Exit/Handback Provisions) in relation to any matters arising following the date of assignment or novation of such Transferring Contract.

11. SUCCESSION

- 11.1 Where used in this Paragraph 11, "Information" means any written or oral information which is material in detail or in substance and which describes the nature of any of the Services or the method by which those Services are performed by the Supplier.
- 11.2 On written notice of the Authority of the fact that the Authority is evaluating its options to terminate this Contract (whether in whole or in part) or, in any event, in readiness of expiry of this Contract including where the Authority proposes to re-tender the Services or any part of the Services (the '**Tender Process**'), the Supplier shall provide to the Authority such Information and other co-operation regarding the Supplier's provision of the Services (as and when reasonably requested by the Authority) as would be reasonably necessary for the Authority and any other competent third party to:
- 11.2.1 in respect of the Authority, evaluate its options for termination and any re-procurement of the Services;
- 11.2.2 prepare an informed, non-qualified offer for those Services; and
- 11.2.3 not be disadvantaged compared to the Supplier (if the Supplier is invited or eligible to participate in any Tender Process) in respect of access to information

regarding the Services and the manner in which such requirements are met at the time of the Tender Process.

- 11.3 The Supplier shall provide such Information as soon as reasonably possible following a request by the Authority and in any event within five (5) Working Days of such request.
- 11.4 The Supplier shall provide all reasonable assistance in connection with any due diligence exercises to be carried out by any potential Replacement Supplier(s).
- 11.5 The lists and information to be compiled and/or provided pursuant to this Paragraph 11 of this Schedule 11 (Exit/Handback Provisions) may be used by the Authority for its, or any potential Replacement Supplier(s), information and may be disclosed by the Authority to potential Replacement Supplier(s) and other third parties as part of its Tender Process, provided that the Authority agrees, where reasonably necessary, it shall use its reasonable endeavours to procure such third party's agreement in respect of confidentiality).

SCHEDULE 12 - INFORMATION SECURITY

1. PURPOSE

- 1.1 This Schedule 12 (Information Security) conveys the spirit and principles of the minimum information security requirements required of the Supplier by the Authority while the Supplier, its Sub-contractors, sub-processors and supply-chain are in possession of, or maintains access to, Authority Data, Authority Personal Data, information or systems.
- 1.2 Due to the constant nature of evolving informational risk threats, these requirements convey principles in lieu of an exhaustive and complete description of all possible definable requirements. The Supplier is required to create and maintain a proportional and holistic approach to information security in order to appropriately safeguard Authority Materials, including Supplier generated data or information, in relation to the fulfilment of this Contract.
- 1.3 The Supplier must continuously review and improve its approach to information security to ensure any associated controls or defences are appropriate, modern, current and proportional, in order to adequately protect and assure data or information at any point in time.
- 1.4 The Supplier must take all reasonable measures to ensure it (and any Sub-contractors and sub-Processors) creates and maintains an adequate information security posture, fully compliant with this Schedule 12 (Information Security).
- 1.5 The Supplier acknowledges and accepts that Persons on Probation may withdraw their consent for their information to be shared at any time.

2. ASSURANCE

- 2.1 The Supplier may not utilise Authority Materials or Authority Systems for purposes other than those permitted by this Contract and take all proportional measures to ensure the same.
- 2.2 The Supplier must not store or Process any Authority Materials outside of the EEA without the prior written consent of the Authority.

3. ACCESS, AUTHORISATION, AUTHENTICATION AND AUDIT

- 3.1 The Supplier Systems, including those controlling access to physical locations, must have auditable authorisation, authentication and access control based on least privilege, and aligned appropriately to the business and individual user requirements.
- 3.2 The Supplier Systems must ensure logical separation between purposes and zones of trust, for example, establishing and enforcing logical delineation between Supplier Systems involved in the delivery of the Services and development environments used to iterate and improve the Supplier Systems involved in the delivery of the Services. Such separation must include, but not be limited to, the unique credentials and the prohibition of the use of Authority Materials for non-service fulfilment (for example, testing) purposes unless authorised in advance by the Authority in writing.
- 3.3 The Supplier's access to the Authority Systems must be limited to only systems, services and Supplier's Personnel directly required for the performance of the Services in accordance with the terms of this Contract.
- 3.4 Where Supplier access to Authority Systems uses or depends upon API credentials (such as providing a token or other credential for use during authentication, authorisations, or access control to an API endpoint), Supplier shall use industry standard password protection practices, including practices designed to maintain the

confidentiality and integrity of passwords when they are assigned and distributed and during storage.

4. RISK ASSESSMENT AND MANAGEMENT

- 4.1 The Supplier must undertake risk assessment(s) of any component, including but not limited to systems, services, personnel, physical locations and supply chain (including all Sub-contractors and sub-Processors), utilised or otherwise involved in the provision of the Services.
- 4.2 Holistic risk assessment(s) must support the Supplier's information security management system and proactively recommend appropriate additional controls to be proportionally implemented to continuously refresh and improve the Supplier's information security regime.
- 4.3 The Supplier must disclose risk assessment findings upon written request by the Authority within twenty (20) days of the request.

5. AWARENESS AND TRAINING

- 5.1 Supplier's Personnel must be provided with adequate and relevant security-related education, training and awareness and include, but not be limited to, technical, physical and procedural security.
- 5.2 In particular, awareness and training materials must include and address items found or highlighted in the risk assessments carried out with regard to the Supplier's provision of Services to the Authority.

6. OPERATIONAL SECURITY AND INCIDENT MANAGEMENT

- 6.1 The Supplier must create and maintain a robust operational security posture to ensure the proactive defences from threats to Authority Materials including but not limited to, awareness, detection, prevention, response and remediation processes/controls to effectively manage and remediate information security related events or incidents.
- 6.2 Information security related monitoring must be carried out in line with modern best practices with regard to the National Cyber Security Centre (<https://www.ncsc.gov.uk/>) standards and as required by both risk assessment findings and the Supplier's Information Security Management System.
- 6.3 The Supplier must inform the Authority if there is reasonable suspicion and/or confirmation of a negative security event or data breach that directly or indirectly processes Authority Materials or Authority Systems, no later than twenty-four (24) hours of suspicion and/or confirmation.
- 6.4 The Supplier must provide the Authority with a written Incident Report following remediation to any Security Incident demonstrating timescales of events from detection through to recovery.

7. DATA DESTRUCTION

- 7.1 The Authority requires the Supplier to ensure that Data Destruction has been adequately completed at the end of the Contract Period.
- 7.2 The Supplier shall take all reasonable measures to ensure Data Destruction is an irrevocable action to prevent the reconstitution of data from any individual or aggregate source, including archives, backups or 'cloud' storage:

- 7.2.1 through the revocation or otherwise destruction of decryption keys and/or decryption mechanisms in order to render data inaccessible or otherwise void through the use of modern cryptography and/or;
 - 7.2.2 data overwriting methods consisting of at least three (3) complete overwrite passes of random data and/or;
 - 7.2.3 paper cross-shredding methods to satisfy at least the DIN 66399 level 4 standard with a maximum cross cut particle surface area one hundred and sixty (160) millimetres squared with a maximum strip width of six (6) millimetres.
- 7.3 Where data cannot be immediately destroyed, access control methods must be put in place to limit completely any ability for data retrieval or Processing until Data Destruction is completed.

8. BUSINESS CONTINUITY

- 8.1 In addition to the Supplier's obligations under Schedule 17 (Business Continuity and Disaster Recovery Plan), where applicable, the Supplier shall appropriately backup and/or archive Authority Data, Authority Personal Data and any data arising from the Services at least once every twenty-four (24) hours.
- 8.2 The Supplier shall ensure that any data backup or archiving locations meet the information security requirements of the original data source, system or service.
- 8.3 The Supplier shall ensure that the backup systems and resulting backup data copies are adequately resistant from tamper, corruption or otherwise negative influence, such as (but not limited to) virulent malware manipulating both source and backup data copies in the same event.

SCHEDULE 13 - KEY PERSONNEL

[illegible]

SCHEDULE 14 - STAFF TRANSFER

1. DEFINITIONS

- 1.1 In this Schedule and the Parts thereto, the following definitions shall apply and they shall supplement Clause 1 (Definitions and Interpretation) of this Contract:

"Notified Sub-Contractor" a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date.

"Old Fair Deal" HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues issued in June 2004"*;

"Replacement Sub-Contractor" a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

"Schemes" shall mean either any Pension Scheme provided by the Supplier in accordance with any Obligations under New Fair Deal or if not applicable to any employee the Suppliers Scheme provided in accordance with its obligations under the Pensions Act 2008 (and subsequent regulations) in relation to auto enrolment.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

PART A: TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF SERVICES

N/A

PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1 RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

- (a) the commencement of the provision of the Services or of any relevant part of the Services may be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- (b) if so, as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

1.2 Where the Employment Regulations apply, the Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- (b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- (c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

- (ii) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - (d) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - (e) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations; and
 - (f) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- (a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - (b) arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:
- (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
 - (b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall

procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

- (a) shall not apply to:
 - (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
 - (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee

representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

- (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- (h) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment

Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

- (i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 Where the Employment Regulations apply, the Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 INFORMATION

- 4.1 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
 - (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - (b) Old Fair Deal; and/or
 - (c) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6 PROCUREMENT OBLIGATIONS

- 6.1 Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's

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

7 PENSIONS

- 7.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with:
- (a) the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - (b) Part D (and its Annexes) to this Staff Transfer Schedule.

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.
- 1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - (a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
 - (b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):
 - (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier

and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4 The indemnities in Paragraph 2.1:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

(ii) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Service Commencement Date.

PART D: PENSIONS

- 1.1 The Supplier shall at all times comply with its obligations under the Pensions Act 2008 and where appropriate its obligations under the Employment Regulations and the Transfer of Employment (Pension Protection) Regulations 2005.
- 1.2 Where the Supplier does not have any employees which it believes are subject to the protections for the New Fair Deal and/or Old Fair Deal it will
 - (a) provide confirmation that no Transferring Former Supplier Employee or director of the Supplier has at any time since 30 August 1993 had their contract of employment transferred to the Supplier as a result of a "relevant transfer" for the purposes of either the Transfer of Undertakings (Protection of Employment) Regulations 1981 (before those Regulations were revoked) or the Employment Regulations where they had previously been a member of an occupational pension scheme that provided benefits other than those provided in the event of old age, invalidity or disability.
 - (b) provide confirmation that prior to 1 October 2012 the Supplier facilitated access for those employees to a designated stakeholder scheme as was required by section 3 of the Welfare Reform and Pensions Act 1999.
- 1.3 If any life assurance is provided by the Supplier to any Transferring Former Supplier Employee it is done so under either a standalone policy or a master trust arrangement provided by an Insurance Company subject to the Financial Services and Markets Act 2000.
- 1.4 The Supplier undertakes to the Authority to provide all information which the Authority may reasonably request concerning matters referred to in this Part D as expeditiously as possible;
- 1.5 The Supplier shall indemnify and keep indemnified the Authority, any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Sub-contractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract.
- 1.6 The indemnity in this Part D:
 - (a) shall survive termination of this Contract; and
 - (b) shall not be affected by the caps on liability contained in Clause 39 (Limitation of Liability).

PART E: EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer; or
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract; or
- (c) the date which is 12 months before the end of the Contract Period; or
- (d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:

- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose, permit or implement any material changes to the

terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);

- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect. In addition the Authority reserves the right, to require the Supplier to and to procure that any Sub-contractor shall align and assign Supplier Personnel to any future Authority delivery model as required by the Authority.

1.6 During the Contract Period, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents and agency workers) engaged in providing the Services;
- (b) the percentage of time spent by such individual engaged in providing the Services;
- (c) the extent to which each employee qualifies for membership of any pension scheme; and
- (d) a description of the nature of the work undertaken by such individual by location.

1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to support a future procurement process, timely and full provision of Staffing Information and consultation to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the

Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay;
- (f) bank/building society account details for payroll purposes
- (g) a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employees;
- (h) all such data and information as may be required at law or as required by the trustee or manager of the relevant pension scheme/s in which the Supplier or any Sub-Contractor operates from time to time and in which the Transferring Supplier Employees have been members; and
- (i) a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service

Transfer Date and shall perform and discharge, and procure that each Sub- contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub- contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

- (e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations;
- (g) any claim arising from the provision of inaccurate or incomplete information pursuant to Paragraph 1 above;
- (h) any failure by the Supplier or any Sub-contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Supplier Employees or workers (current or past) including, but not limited to any failure to maintain adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Customer, a Replacement Supplier and/or Replacement Sub-contractor on request; and
- (i) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the

Supplier's Final Supplier Personnel list a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub- contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

- (a) shall not apply to:
 - (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

- (b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.

- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- (a) the Supplier and/or any Sub-contractor; and
 - (b) the Replacement Supplier and/or the Replacement Sub-contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 The Supplier shall, and shall procure that each Sub-Contractor shall, provide all reasonable assistance and documentation required by the Authority, a Replacement Supplier and/or a Replacement Sub-Contractor required by them in connection with any query, claim, dispute or proceedings arising after a Service Transfer Date but relating to a Transferring Supplier Employee.
- 2.14 Subject to Paragraph 2.15, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

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

- (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.15 The indemnities in Paragraph 2.14 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

SCHEDULE 15 - APPROVED SUB-CONTRACTORS

The Authority consents to the appointment of the following Sub-Contractors:

The Supplier shall provide quarterly updates of any Sub-Contractors approved in accordance with this Schedule 15 (Approved Sub-contractors) save for the following Sub-Contractors:

Any proposed changes to the Sub-Contractors named in this Schedule 15 (Approved Sub-contractors) shall be notified to the Authority by the Supplier immediately and any proposed replacement Sub-Contractors must be approved by the Authority in writing.

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS.

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description

SCHEDULE 16 - MARKET STEWARDSHIP PRINCIPLES

INTRODUCTION

This Schedule 16 (Market Stewardship Principles) covers five (5) key principles that must underpin the Supplier's provision of the Services it provides under this Contract and its engagement with all entities to which it sub-contracts the provision of those Services.

Each of the principles set out in this Schedule 16 (Market Stewardship Principles) together with guidance as to how the Supplier should respond to its obligations against each of the principles.

1. ADHERENCE TO APPROPRIATE MANAGEMENT OF RISK IN THE SUPPLY CHAIN

All contractual and other risk should be appropriately managed. This should extend to not passing risk down supply chains disproportionately, the management of volume fluctuations and other events and the management of Intellectual Property Rights.

- 1.1 **Meaningful work allocation.** The Supplier should be able to evidence its approach in allocating work to supply chain partners in a manner which meets its obligations under this Contract. Where a supplier is specified in this Contract as a supply chain partner, the Supplier shall refer appropriate work (including volumes, where appropriate) to that supplier.

The Supplier shall record details of all issues arising out of complaints from suppliers that they have not received anticipated work (including volumes, where appropriate) and shall refer these complaints to the Authority.

- 1.2 **Systems for allocation of work to a supplier.** The Supplier should have systems for allocation of specific work to a supplier where the delivery of the services is best served by calling on the particular expertise of that supplier. The allocations should ensure that the services are provided from a supply chain organisation that has the correct level of expertise.

- 1.3 **Volume Fluctuations.** The Supplier must demonstrate to the Authority's satisfaction how it manages any volume fluctuations and the reallocation of work to its supply chain, where appropriate. The potential impact of both increases and particularly reductions in work allocation and associated drop in income, and actions to mitigate these risks, must be set out in any Sub-contract.

- 1.4 **Spot purchase arrangements.** Spot purchase arrangements may be entirely appropriate but can be detrimental to supply chain partners as opposed to more standard contracts that guarantee an income. Suppliers generally, but also in seeking funding or additional business, may be disadvantaged in only being able to reference spot purchase contracts. The Supplier should therefore ensure that wherever 'spot purchase' arrangements are utilised, options to transition to more stable contractual referral systems are reviewed at regular periods.

- 1.5 **Payment terms.** The Supplier should detail a full exploration of payment terms and the impact of these on the supply chain including the requirement for any clawback/repayment if targets (such as performance targets) are not met. The implications of this should be worked through for each year of the Sub-contract.

- 1.6 **Minimum contract term.** Consideration should be given to the needs of a supplier in relation to the contract term in any supply chain contract. The contract length, if inadequate, may damage the ability of the supplier in seeking new business or additional funding from elsewhere. Supporting statements around expected minimum term of contracts may be helpful to avoid this. A minimum two (2) year term should be appropriate for most supply chain partnerships.

- 1.7 **Intellectual Property Rights (IPR).** The Supplier should set out in any Sub-contract an approach for the handling of Intellectual Property Rights to be established as part of the supply chain selection process.

2. ALIGNMENT OF ETHOS IN THE SUPPLY CHAIN

- 2.1 The Authority envisages that a sustainable relationship is fostered throughout the Contract Period, which meets the expectations of both Parties according to the position established at the Commencement Date. In entering into a contractual agreement, there should be an understanding of what is important to both Parties and this should go on to form part of the contractual agreement which will be reviewed throughout the Contract Period to ensure that expectations are being met. The Authority's market engagement has reinforced that this is an important expectation for many organisations and key to building trust, especially in the early stages of such business relationships.
- 2.2 **Audit trail.** The Supplier must maintain an audit trail of engagement with its suppliers that demonstrates compliance with the principles established at the outset of their working relationship and shall include any additional support the Supplier offers.
- 2.3 **Support declared in the bid to supply chain organisations.** The Supplier must publish a statement with regard to the support that is being offered by the Supplier to its suppliers. Each support element must be itemised.
- 2.4 **Meetings.** The Supplier must record details of the conduct of all meetings with members of its supply chain and review these records to ensure that they are timely and appropriate and reinforce good relationship management.

3. VISIBILITY ACROSS THE SUPPLY CHAIN:

- 3.1 The Authority expects that all Parties have visibility of participation within the supply chain. This should include payment terms against contractual targets, the volume of business handled by supply chain partners (where appropriate), fair apportionment of work, and how the supply chain adjusts to changing volumes.
- 3.2 **Supply chain sourcing, selection and refresh process.** The Supplier must ensure that the sourcing, selection and refresh process for supply chain partners is transparent. This information must be made freely available to both the Authority and each potential supplier on request.

4. REWARD AND RECOGNITION OF GOOD PERFORMANCE

- 4.1 The Authority considers it important that organisations in the supply chain receive appropriate reward for good performance. Recognition of good performance should be shared across the chain and this should include the sharing of good practice where possible and permitted by law. As industry forums are instigated, methods for sharing data will be developed.

5. APPLICATION OF THE PRINCIPLES OF THE COMPACT IN WORK WITH CIVIL SOCIETY ORGANISATIONS

- 5.1 **Evidence of compliance and other issues.** The Authority has an expectation that the Supplier and its supply chain follow the principles of the Compact when engaging with Civil Society Organisations (as that term is defined in the Compact).

SCHEDULE 17 - BUSINESS CONTINUITY AND DISASTER RECOVERY

SECTION 1: BUSINESS CONTINUITY AND DISASTER RECOVERY

1. PURPOSE

- 1.1 This Schedule 17 (Business Continuity and Disaster Recovery) sets out the Authority's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of disruption or failure, and for restoring the Services through business continuity and, as necessary, disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan.

2. BCDR PLAN

- 2.1 Within twenty (20) Working Days from the Commencement Date the Supplier shall prepare and deliver to the Authority for the Authority's Approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

2.1.2 the recovery of the Services in the event of a Disaster,
(the '**BCDR Plan**')

- 2.2 The BCDR Plan shall be divided into three parts:

2.2.1 Part A which shall set out general principles applicable to the BCDR Plan;

2.2.2 Part B which shall relate to business continuity (the '**Business Continuity Plan**'); and

2.2.3 Part C which shall relate to disaster recovery (the '**Disaster Recovery Plan**');
and

which shall, unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5 of this Schedule 17 (Business Continuity and Disaster Recovery).

- 2.3 The Supplier shall ensure that the BCDR Plan incorporates the Business Continuity Plan and Disaster Recovery Plan and procedures in respect of all components of the Services including those provided by Sub-contractors.

- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Authority shall:

2.4.1 review and comment on the draft BCDR Plan as soon as reasonably practicable;
and

2.4.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.

- 2.5 If the Authority rejects the draft BCDR Plan:

2.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection;
and

2.5.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the

Authority for the Authority's Approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 of this Schedule 17 (Business Continuity and Disaster Recovery) shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Authority by Other Suppliers;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Other Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or Business Continuity Plan of the Authority and any of its Other Suppliers in each case as notified to the Supplier by the Authority from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Services with the services provided by a Other Suppliers; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no data loss and to preserve data integrity;

- 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's Business Continuity Plan.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, Service Failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 (as amended) and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the CAS3 Key Performance Indicators or to any increase in the Monthly Contract Price to the extent that a Disaster occurs as a consequence of any breach by the Supplier or its Supplier's Personnel of this Contract.

4. PART B: BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:
 - 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps being the '**Business Continuity Services**');;
 - 4.2.3 specify any applicable CAS3 Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the CAS3 Key Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. PART C: DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of Service Failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Supplier and any Sub-contractors in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
 - 5.3.3 any applicable CAS3 Key Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the CAS3 Key Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
 - 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):

- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8 of this Schedule 17 (Business Continuity and Disaster Recovery); and
 - 6.1.3 where the Authority requests any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule 17 (Business Continuity and Disaster Recovery)) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's Approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's Approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 of this Schedule 17 (Business Continuity and Disaster Recovery) shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original Approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a '**Review Report**') setting out:
- 6.2.1 the findings of the review;
 - 6.2.2 any changes in the risk profile associated with the Services; and
 - 6.2.3 the Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party (the '**Supplier's Risk Profile Proposals**').
- 6.3 Following receipt of the Review Report and the Supplier's Risk Profile Proposals, the Authority shall:
- 6.3.1 review and comment on the Review Report and the Supplier's Risk Profile Proposals as soon as reasonably practicable; and
 - 6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Risk Profile Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 6.4 If the Authority rejects the Review Report and/or the Supplier's Risk Profile Proposals:
- 6.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Risk Profile Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with

the revision) and shall re-submit a revised Review Report and/or revised Supplier's Risk Profile Proposals to the Authority for the Authority's Approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 6.3 and this Paragraph 6.4 of this Schedule 17 (Business Continuity and Disaster Recovery) shall apply again to any resubmitted Review Report and Supplier's Risk Profile Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's Approval of the Supplier's Risk Profile Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

- 7.1 The Supplier shall test the BCDR Plan on a regular basis (on the anniversary of each year following the Commencement Date). Subject to Paragraph 7.2 of this Schedule 17 (Business Continuity and Disaster Recovery), the Authority may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority provided prior to starting such test, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's Approval save for when the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
- 7.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all reasonable measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.

7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8. INVOCATION OF THE BCDR PLAN

8.1 The Supplier shall ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.

8.2 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation) such that the provision of the Services is resumed within two (2) hours. In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Authority.

SCHEDULE 18 - DATA PROCESSING

The contact details of the Authority's Data Protection Officer are: privacy@justice.gov.uk or Data Protection Officer, 102 Petty France, London, SW1H 9AJ.

The contact details of the Supplier's Data Protection Officer are: **[REDACTED]**

The Supplier shall comply with any further written instructions with respect to processing by the Authority.

Any such further instructions shall be incorporated into this Schedule 18 (Data Processing).

Description	Details
Subject matter of the processing	<i>The processing is needed in order to ensure that the Supplier can effectively deliver the CAS3 Contract to provide accommodation and support services to Persons on Probation</i>
Duration of the processing	<i>Go live date; Day 1 of Contract Commencement Date until the end of the Contract Period or until the end of the Service provision (if this date is later than the end of the Contract Period).</i>
Nature and purposes of the processing	<i>The intended purpose is to enable the Person on Probation to be provided with temporary accommodation. Personal data will be provided with the consent of the Person on Probation and must only be used for the specific purpose as detailed in the consent form. These purposes include meeting contract reporting requirements, statutory obligations and to ensure the safety of all stakeholders and to enable the right level of support and learning adoption. Processing activities associated with these purposes will include collection, recording, organising, storage, and dissemination of personal data. The disclosure may be by hand, or by electronic means. The data will only be retained for as long as is necessary in relation to the provision of temporary accommodation.</i>
Type of Personal Data being Processed	<i>Name, address, telephone number, date of birth, ethnicity, and risk indicators and behaviours, including details of any offences, previous convictions and court orders / licence conditions..</i>
Categories of Data Subject	<i>Persons on Probation</i>
Plan for destruction of the data once the processing is complete Unless requirement under union or member state law to preserve that type of data	<i>Personal data of Persons on Probation shall only be kept to the extent it is needed. Personal data shall be deleted 12 weeks after the resident has moved out of CAS3 accommodation</i>

SCHEDULE 19 - COMMERCIALLY SENSITIVE INFORMATION

1. Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to Clause 33(Freedom of Information).
2. In this Schedule 19 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
3. Where possible the Parties have sought to identify when any relevant Confidential Information will cease to fall into the category of Confidential Information to which this Schedule 19 (Commercially Sensitive Information) applies.
4. Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the Environmental Information Regulations, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interest's exemption set out in s.43 of the FOIA to the Commercially Sensitive Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 20 - STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1. WHAT THE AUTHORITY EXPECTS FROM THE SUPPLIER

- 1.1 In September 2017, Her Majesty's Government published a Supplier Code of Conduct (the "**Code**") setting out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

<https://www.gov.uk/government/publications/supplier-code-of-conduct>

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

- 1.2 The Authority expects the Supplier and its Sub-Contractors to comply with their legal obligations, in particular those outlined in this Schedule 20 (Statutory Obligations and Corporate Social Responsibility), and to meet the standards set out in the Code as a minimum. The Authority also expects the Supplier and its Sub-Contractors to use reasonable endeavours to comply with the standards in Part 2 of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility).

PART 1 Statutory Obligations

2. EQUALITY AND ACCESSIBILITY

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - (ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - (iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any Court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3. MODERN SLAVERY

- 3.1 The Supplier shall, and procure that each of its Supplier's Personnel shall, comply with:

- (a) the Modern Slavery Act 2015; and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

- 3.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;

- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- (e) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- (f) implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015 including highlighting to its employees the existence and contact details of the Modern Slavery Helpline.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Modern Slavery Act 2015 and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Supplier's Personnel, nor any other persons associated with it:
 - (i) has been convicted of any offence involving slavery and trafficking; or
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

3.5 If the Supplier notifies the Authority pursuant to Paragraph 3.4 of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility), it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.6 If the Supplier is in Default under Paragraphs 3.2 or 3.3 of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility) the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Supplier's Personnel or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

4. INCOME SECURITY

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Supplier's Personnel with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Supplier's Personnel.

5. WORKING HOURS

5.1 The Supplier shall ensure that:

- (a) the working hours of Supplier's Personnel comply with the Law, and any collective agreements;
- (b) the working hours of Supplier's Personnel, excluding overtime, is defined by contract, do not exceed forty-eight (48) hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.1 (e) of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility);
- (e) working hours do not exceed sixty (60) hours in any seven (7) day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a Supplier's Personnel's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the Supplier's Personnel's health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier's Personnel's are provided with at least:

- (i) one (1) day off in every seven (7) day period; or
- (ii) where allowed by Law, two (2) days off in every fourteen (14) day period.

6. RIGHT TO WORK

6.1 The Supplier shall:

- (a) ensure that all Supplier's Personnel, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the Authority immediately if any of the Supplier's Personnel is not permitted to work in the UK.

7. HEALTH AND SAFETY

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Supplier's Personnel to adopt any necessary safety measures in order to manage the risk.

8. WELSH LANGUAGE REQUIREMENTS

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

9. FRAUD AND BRIBERY

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that associated persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - (c) keep appropriate records of its compliance with its obligations under Paragraphs 9.3(a) 9.3(b) of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility) and make such records available to the Authority on request; and
 - (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.
- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Paragraphs 9.1 and/or 9.2 of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility), or has reason to believe that it has or any of the Supplier's Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 9.5 If the Supplier notifies the Authority pursuant to Paragraph 9.4 of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility), the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under Paragraphs 9.1 and/or 9.2 of this this Schedule 20 (Statutory Obligations and Corporate Social Responsibility) the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Supplier's Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under Paragraph 9.6 of this Schedule 20 (Statutory Obligations and Corporate Social Responsibility) shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10. ZERO HOURS CONTRACTS

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11. SUSTAINABILITY

- 11.1 The Supplier shall:
- (a) comply with the applicable Government Buying Standards;
 - (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing goods and services;
 - (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
 - (d) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and
 - (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment