



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 11
PERSONNEL

NEXT GENERATION OUTSOURCED VISA SERVICES

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SCHEDULE 11

PERSONNEL

1. INTRODUCTION

- 1.1 This Schedule sets out the terms and conditions governing the engagement, training, retention and requirements of Supplier Personnel and the Supplier's obligations concerning Key Positions.
- 1.2 The Authority cannot confirm whether the fulfilment of the Services Requirements by the Supplier shall result in the transfer of any Authority Personnel to the Supplier, whether in accordance with the Acquired Rights Directive or otherwise. As part of the Due Diligence Exercise, the Supplier has reviewed the extent to which personnel or employees of the Authority or of the Incumbent Suppliers may transfer to the Supplier, whether in accordance with the Acquired Rights Directive or otherwise.
- 1.3 The Supplier must comply with the Acquired Rights Directive when operating in the European Union and with all other requirements of Law in any Country in which the Services Requirements are provided.
- 1.4 In this Schedule, unless the contrary intention appears, each term will have the meaning set out in the Definitions Schedule.

2. SUPPLIER PERSONNEL REQUIREMENTS

- 2.1 The Supplier shall use an adequate number of Supplier Personnel to fulfil the Services Requirements, and shall ensure that all Supplier Personnel who perform the Services are properly trained, experienced, competent and capable of meeting the requirements of the tasks assigned to them in a professional and timely manner and to a standard acceptable to the Authority.
- 2.2 The Supplier Personnel shall be trained, qualified, skilled and instructed in respect of their relevant positions and, in particular, in relation to:
 - 2.2.1 the duty or duties which that person has to perform and the relevant compliance issues appertaining to those duties, as required by this Agreement;
 - 2.2.2 any relevant aspects of the Service Levels; and
 - 2.2.3 the need to observe standards of integrity, courtesy, consideration, equality and diversity in the performance of their duties in accordance with Good Industry Practice.
- 2.3 The Supplier shall ensure that all Supplier Personnel comply with:
 - 2.3.1 Schedule 4 (**Security**); and
 - 2.3.2 any applicable Authority Policy which shall include any health or safety requirements, building access and security procedures and the Authority's Policy relating to conduct of personnel admitted to Authority Facilities; and
 - 2.3.3 any applicable obligations of the Supplier under this Agreement in respect of Confidential Information and data security.
- 2.4 All Supplier Personnel engaged in positions which require them to speak to Visa Applicants or to read, understand, interpret or input Applicant Data must be appropriately skilled in the English language and the native language(s) of the relevant Country.

- 2.5 The Supplier shall comply with Schedule 4 (**Security**) in respect of all Supplier Personnel. The Supplier shall not use any of its personnel to provide the Services who do not meet the Authority's security requirements unless otherwise directed by the Authority. The Supplier will pay for all costs associated with its compliance with Schedule 4 (**Security**) in respect of all Supplier Personnel.
- 2.6 The Supplier shall procure that all of the Supplier Personnel have at all times the legal right to work in the relevant Country in the fulfilment of the Services Requirements and shall retain records verifying compliance with all such relevant laws (including, if necessary, appropriate visas and/or work permits).
- 2.7 The Supplier shall assume full responsibility for the management of all Supplier Personnel and the acts or omissions of all Supplier Subcontractors in the fulfilment of the Service Requirements.
- 2.8 The Supplier shall perform and discharge or procure the performance and discharge by its Supplier Subcontractors (as appropriate) of all the obligations in respect of the Supplier Personnel before the Effective Date, during the Contract Term and after the Services Transfer Date.
- 2.9 The Supplier shall indemnify the Authority and keep the Authority indemnified against all Losses howsoever arising out of or relating to any Claim:
- 2.9.1 arising from or as a result of any act or omission by the Supplier or the Supplier Subcontractors relating to the Supplier Personnel or former Supplier Personnel;
 - 2.9.2 by or on behalf of any Supplier Personnel or former Supplier Personnel that he/she is employed by the Authority, or would be so employed had he/she not been dismissed by the Authority or the Supplier;
 - 2.9.3 by any individual employed or previously employed by an Incumbent Supplier to the extent that such claim arises by virtue of the Supplier's failure to comply with the terms of the Acquired Rights Directive and/or any other applicable Law; and
 - 2.9.4 by any Authority Personnel or former Authority Personnel relating to his/her employment or engagement during the Contract Term arising out of the acts or omissions of any Supplier Personnel, including Claims relating to health and safety, discrimination or harassment, negligence and personal injury.
3. **STAFF RETENTION**
- 3.1 The Supplier agrees that it is in the best interests of the Authority and essential for the fulfilment of the Services Requirements in accordance with the Performance Standards to ensure the continuity of Supplier Personnel. Accordingly, the Supplier shall use Commercially Reasonable Efforts to minimise the Turnover Rate of Supplier Personnel.
- 3.2 The Supplier shall, when requested by the Authority, provide monthly reports on the Turnover Rate by grade of staff and location. The Supplier shall keep the Turnover Rate to a reasonable level acceptable to the Authority by using best practices to manage its staff, having regard to local conditions.
- 3.3 If the Authority notifies the Supplier that the Turnover Rate is unacceptable to the Authority, the Supplier shall as soon as reasonably practicable:
- 3.3.1 provide to the Authority updated data to establish the actual extent of the Turnover Rate including, in particular, the Turnover Rate among the Supplier Personnel in the Key Positions;

- 3.3.2 meet the Authority to discuss the impact of the level of the Turnover Rate; and
- 3.3.3 following consultation with the Authority, and after taking into account the Authority's reasonable concerns, submit to the Authority a proposal for reducing the Turnover Rate.

4. **REPLACEMENT PERSONNEL**

- 4.1 The Authority may at any time notify the Supplier that it requires the Supplier to replace any Supplier Personnel, stating the reasons for the requirement.

- 4.2 If the Authority notifies the Supplier in accordance with Section 4.1, the following procedure will apply:

- 4.2.1 if the reason for the request is due to:

- (a) a breach of Law or the Authority Policies by that member of the Supplier Personnel;
- (b) that member of the Supplier Personnel being a threat to the health, safety or security of any Visa Applicant or the Authority's personnel, data or property;
- (c) that member of the Supplier Personnel not performing competently or performing in a way that is disruptive to the Authority's business; or
- (d) serious misconduct by that member of the Supplier Personnel,

the Supplier shall immediately withdraw that Supplier Personnel from being involved in the fulfilment of the Services Requirements; and

- 4.2.2 in any other case:

- (a) within two (2) Working Days after receipt of the notice, the Supplier shall investigate the reasons stated in the notice; consult with the Authority to discuss its findings (including any ramifications of replacing the relevant member of the Supplier Personnel) and attempt to resolve any problems with that person; and
- (b) if the Authority still requires the replacement of the relevant member of the Supplier Personnel after the Supplier has consulted with the Authority, the Supplier shall promptly replace that member of the Supplier Personnel.

- 4.3 If the Supplier is required to replace the relevant member of the Supplier Personnel in accordance with this Section 4, it shall:

- 4.3.1 do so with another individual with training, experience and skills suitable to meet the requirements of the assigned tasks; and

- 4.3.2 ensure that it immediately withdraws any access the person being replaced may have to the Authority Data, Infrastructure Systems and the Authority Facilities.

- 4.4 Nothing in this Agreement shall grant the Authority the right to require the Supplier to terminate any individual's employment or engagement with the Supplier or any Supplier Subcontractor.

- 4.5 The replacement of Supplier Personnel in accordance with this Schedule will be made at the Supplier's or the Supplier Subcontractor's cost. The Supplier shall not be entitled to increase the Service Charges as a result of any replacement of Supplier Personnel.

5. KEY POSITIONS

- 5.1 The list of Key Positions and the Supplier Personnel approved by the Authority to fill the Key Positions at the Effective Date are set out in Annex 11-1 to this Schedule.
- 5.2 The Parties may agree new Key Positions from time to time but only in accordance with the procedure set out in Section 5.4.
- 5.3 The Supplier shall:
- 5.3.1 subject to Section 5.4, ensure that:
- (a) each person in a Key Position devotes an appropriate level of their time in fulfilling the Services Requirements in respect of his or her specified role as identified in the Financial Model. If there is a material reduction in the amount of time which a person in a Key Position spends in fulfilling the Services Requirements, the Supplier shall implement a proportionate reduction in the Service Charges, to reflect this change.
 - (b) as far as possible, the Key Positions are filled at all times;
 - (c) each person in a Key Position is not reassigned or replaced for at least two (2) years following his or her appointment to the Key Position;
- 5.3.2 only use the Supplier Personnel approved by the Authority in accordance with the procedure set out in Section 5.5 to fill or replace someone in a Key Position;
- 5.3.3 not replace a person in a Key Position unless the Supplier has complied with that procedure; and
- 5.3.4 promptly notify the Authority if any person in a Key Position becomes unable to devote all of their time and effort on a full-time or part-time basis, as the case may be, in fulfilling the Services Requirements or gives notice of the termination of their employment or engagement.
- 5.4 Section 5.3.1(c) shall not apply where any such member of the Supplier Personnel resigns from his or her employment, or terminates his or her contract with the Supplier (other than in circumstances where constructive dismissal is claimed), or is unable to work owing to mental or physical incapacity for a continuous period exceeding fifteen (15) Working Days, or is reasonably dismissed, or terminated, for misconduct or underperformance.
- 5.5 Before appointing or replacing a person in a Key Position, whether as an initial or subsequent appointment, the Supplier shall:
- 5.5.1 notify the Authority of the proposed appointment (if possible, at least twenty (20) Working Days prior to the proposed appointment);
- 5.5.2 if required by the Authority, provide the Authority with a curriculum vitae and other information about the individual reasonably, as requested by the Authority;
- 5.5.3 if the Authority in good faith objects to the proposed appointment, attempt to resolve the Authority's concerns; and
- 5.5.4 if the Parties are unable to resolve the Authority's concerns within five (5) Working Days, not appoint the individual to that position and propose to the Authority the appointment of another individual of suitable ability and qualifications.

6. NO SOLICITATION OF EMPLOYEES

- 6.1 During the Contract Term and for a period of six (6) months after a Contract Termination, the Supplier shall not (and shall procure that the Supplier Subcontractors shall not) directly or indirectly solicit or attempt to solicit or employ or engage or procure the employment or engagement as an employee, director, officer or independent contractor or consultant, without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed), any of the Authority Personnel.
- 6.2 For the purposes of Section 6.1, “*solicit*” means an approach by a Party, or its subcontractor (as the case may be), or a third party on its behalf, to an individual with a view to employ or engage or procure the employment or engagement of that individual as an employee, director, officer or independent contractor or consultant, other than by way of general advertising, provided that such advertising is not targeted at a particular person or class of persons.

7. NO DISCRIMINATION

The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of any current UK employment Laws or European Union employment Laws or directives or any statutory modification or re-enactment thereof and any applicable local equivalent legislation in any country covered by the scope of this Agreement relating to discrimination in employment or otherwise. The Supplier shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Supplier and all Subcontractors employed in the execution of the Agreement.

ANNEX 11-1

REDACTED