

DPS AGREEMENT

PROVISION OF LANGUAGE SERVICES

Language Services National DPS Agreement v6 (EMPLS) 060520

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SCHEDULE 2**Order Form**

Effective Date (date of signature)		Order Reference	CONT0464
Lot	Lot 6 Managed Service	Region	Midlands (East and West)

FROM:

Customer / Force	The Police and Crime Commissioner for Leicestershire Police
Customer's Address for Notices	Force Headquarters, St. Johns, Enderby, Leicester, LE19 2BX
Invoice Address	Force Headquarters, St. Johns, Enderby, Leicester, LE19 2BX or by e mail to Finance2@leics.police.uk
Principal Contact	Name: Claire Godfrey Address: Force Headquarters, St. Johns, Enderby, Leicester, LE192BX Phone: 07815 728 751 e-mail: claire.godfrey@leics.police.uk

TO:

Contractor	DA Languages Limited (trading as Dals)
Contractor's Address for Notices	Statham House, Talbot Road, Stretford, Manchester M32 0FP
Account Manager	Name: Nick Clancy Address: Dals, Statham House, Talbot Rd, Stretford, Manchester, M32 0FP Phone: +44 161 5371273 E-mail: nick.clancy@dals.co.uk

The Parties have agreed as follows:

Basis of Contract: The Contract comprises of the following documents:

- Schedule 2 – DPS Order Form
- Schedule 3 – Call Off Terms
- Schedule 4 – Business Continuity Plan
- Appendix 1 – Specification & Performance;
- Appendix 2 – Pricing Schedule;
- Appendix 3 – Additional TUPE Terms
- Appendix 4 – Supplier’s Tender Response
- Appendix 5 – Data Handling Schedule Category 1 Suppliers

and in the event of any conflict between these documents they shall prevail in the order in which they are listed above.

1. CONTRACT PERIOD
<p>This Call-Off Contract shall take effect on 1st October 2025 (the “Commencement Date”).</p> <p>The Contract Period shall be: 2 year(s) and 11 months (“Contract Period”)</p> <p>Where a Force has entered into a Call-Off Contract under the DPS framework for a fixed period with no extension options, the Authority and the Language Service Provider may, by mutual agreement, extend the duration of the Call-Off Contract. Provided that the total term does not exceed eighty-four (84) months, the end date being 30th September 2032, as permitted under the DPS Agreement.</p>

2. SERVICES REQUIREMENTS
<p>2.1 Services</p> <p>The Contractor shall deliver the Services as specified in Appendix 1 - Specification and Performance and as tendered Appendix 4 – Dals Response</p> <p>2.2 Quality Standards</p> <p>Police Approved Interpreters and Translators Scheme (PAIT) and as defined in the Specification for Language services.</p>

2.3 Relevant Convictions

For the purposes of Clause 11.9 of the Call-Off Terms, a Relevant Conviction is:

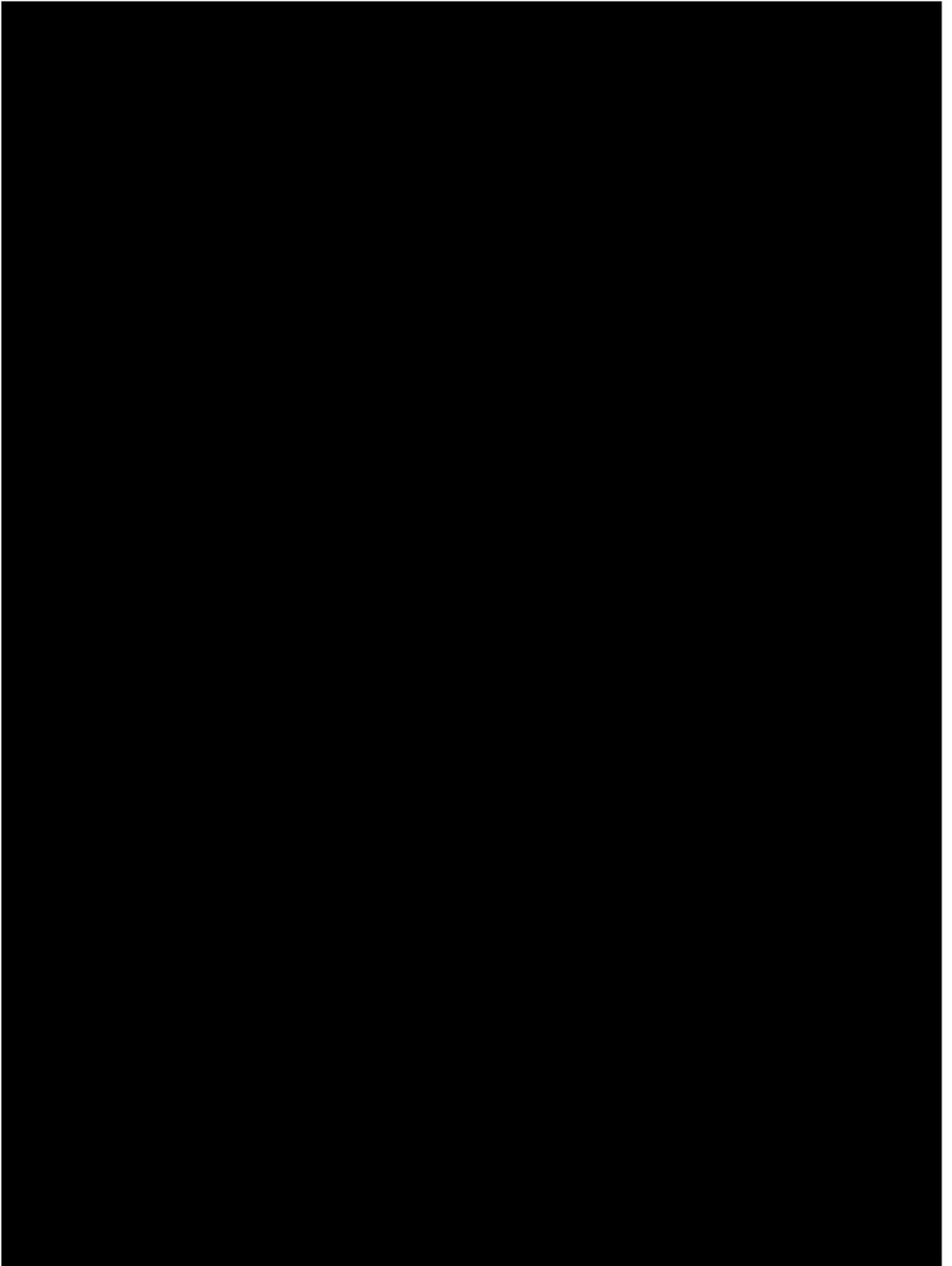
- any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
- offences listed in the Sex Offences Act 2003;
- the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
- offences involving firearms;
- offences involving arson; and
- offences listed in the Terrorism Act 2006.”

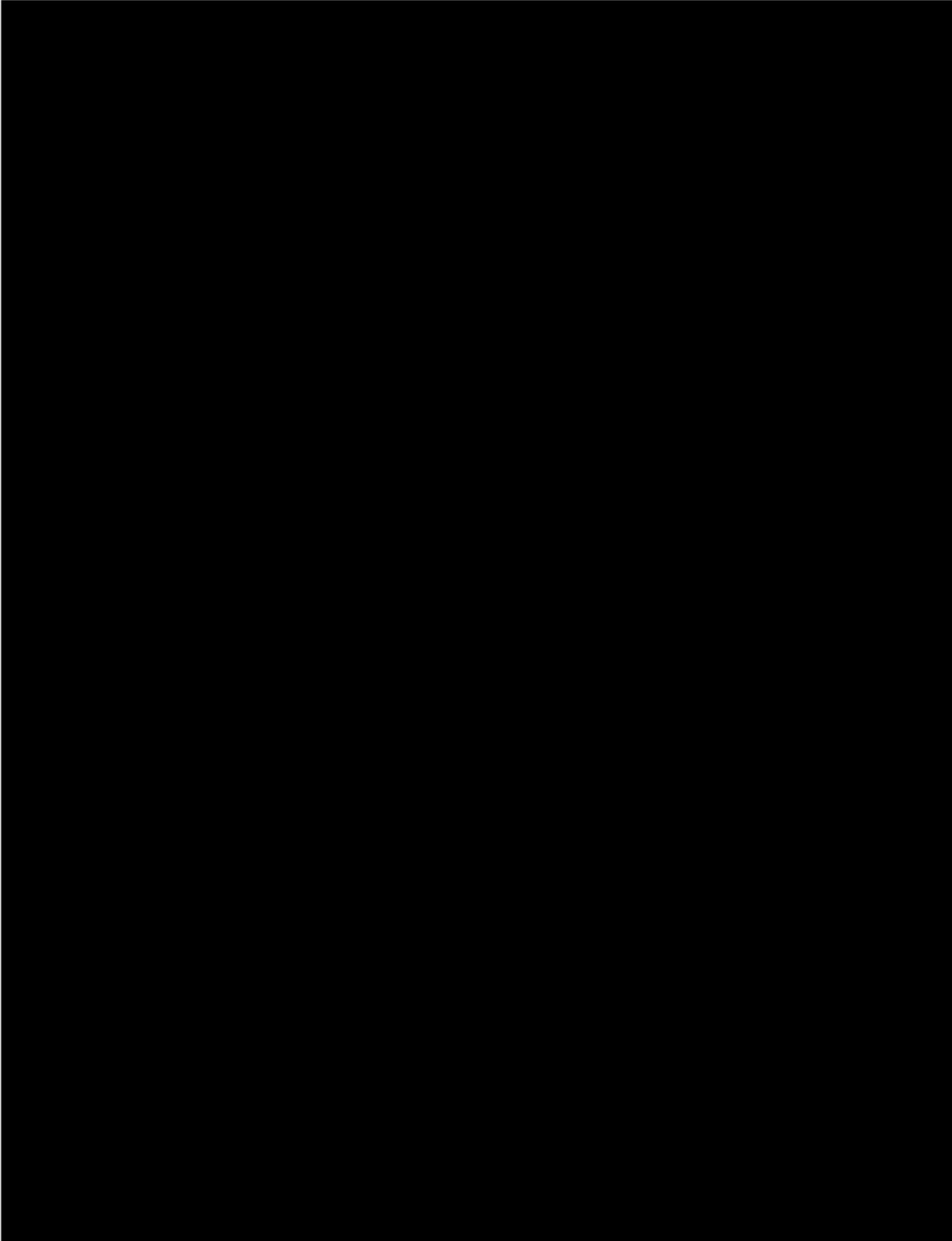
2.4 Premises

The Services shall be performed at:

Site	Address	Postcode
Belgrave Police Office	Belgrave Neighbourhood Centre, Rothley Street, Leicester	LE4 6LF
Braunstone	234 Hallam Crescent East, Leicester	LE3 1FF
Beaumont Leys + Custody	2 Beaumont Way, Leicester	LE4 1DS
Coalville	Fire Station Tri Service Building, Broad Street, Coalville	LE67 3PU
EMA Airport	Building 13, EMA, Castle Donington	DE74 2SA
Euston Street + Custody	13-17 Euston Street, Leicester	LE2 7ST
Police HQ	St Johns, Enderby, Leicester	LE19 2BX
Hamilton/Keyham Lane + Custody	Colin Grundy Drive, Off Keyham Lane, Leicester	LE5 1FY
Hinckley	Hollycroft, Upper Bond Street, Hinckley, Leicestershire	LE10 1RJ
Hinckley Road	Norfolk Street, Leicester	LE3 5QN
Juniper Lodge/SARC/New Parks	St Oswalds Road, New Parks, Leicester	LE3 6RJ
Lighthouse	482 Braunstone Lane, Leicester	LE3 3DG
Loughborough	Southfields, Loughborough, Leicestershire	LE11 2XF
Market Bosworth	Shenton Lane, Market Bosworth, Nuneaton	CV13 0LA

Market Harborough	Fairfield Road, Market Harborough, Leicestershire	LE16 9QJ
Mansfield House	74 Belgrave Gate, Leicester	LE1 3GG
Melton Mowbray	King Street, Melton Mowbray, Leicestershire	LE13 1EE
Oakham	15-17 Station Road, Oakham, Leicestershire	LE15 6QT
Spinney Hill	East Park Road, Leicester	LE5 6GY
Tigers Road	3 Tigers Road, South Wigston, Leicester	LE18 4WS
Wigston	Bullhead Street, Wigston, Leicestershire	LE18 1WX
Police Federation	Suite B, Lancaster House, Grange Business Park, Whetstone	LE8 6EP
Themis House (EMSOU)	Lakeview Drive, Sherwood Business Park, Annesley, Nottinghamshire	NG15 0ED
Titan House (EMSOU)	Lakeview Drive, Sherwood Business Park, Annesley, Nottinghamshire	NG15 0EA
<p>To meet operational requirements, interpreters may be required to attend other sites, for example hospitals.</p>		





4. SPECIAL TERMS

4.1 Required Insurances

- Professional Indemnity Insurance (covering an amount no less than): £5,000,000
- Public & Product Liability Insurance (covering an amount no less than): £10,000,000
- Employers Liability Insurance (covering an amount no less than): £5,000,000

4.2 Management Information

As defined in the Further Competition Specification and KPIs - **Appendix 1**

4.3 Service Levels

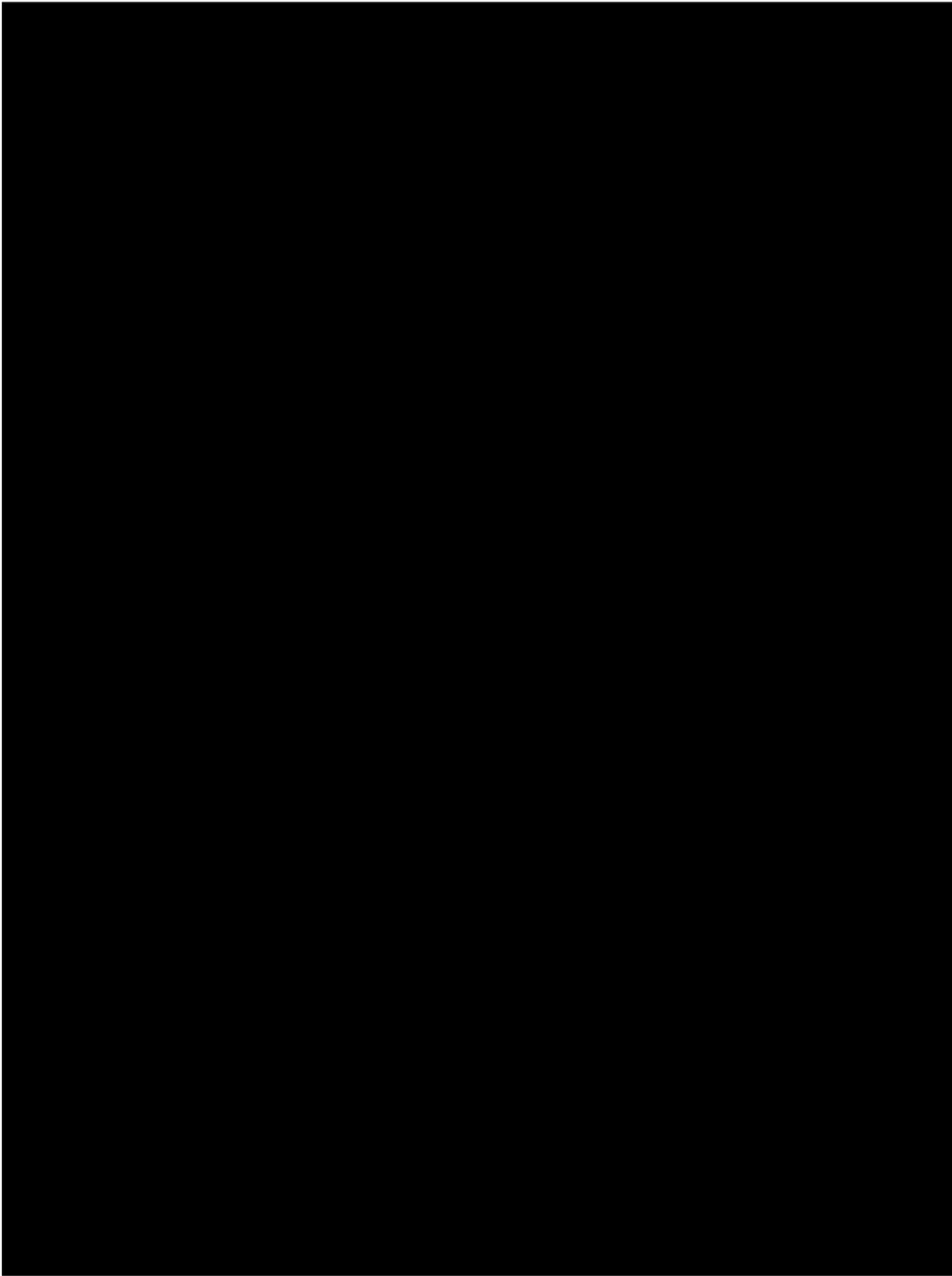
As defined in the Further Competition Specification and KPIs – **Appendix 1**

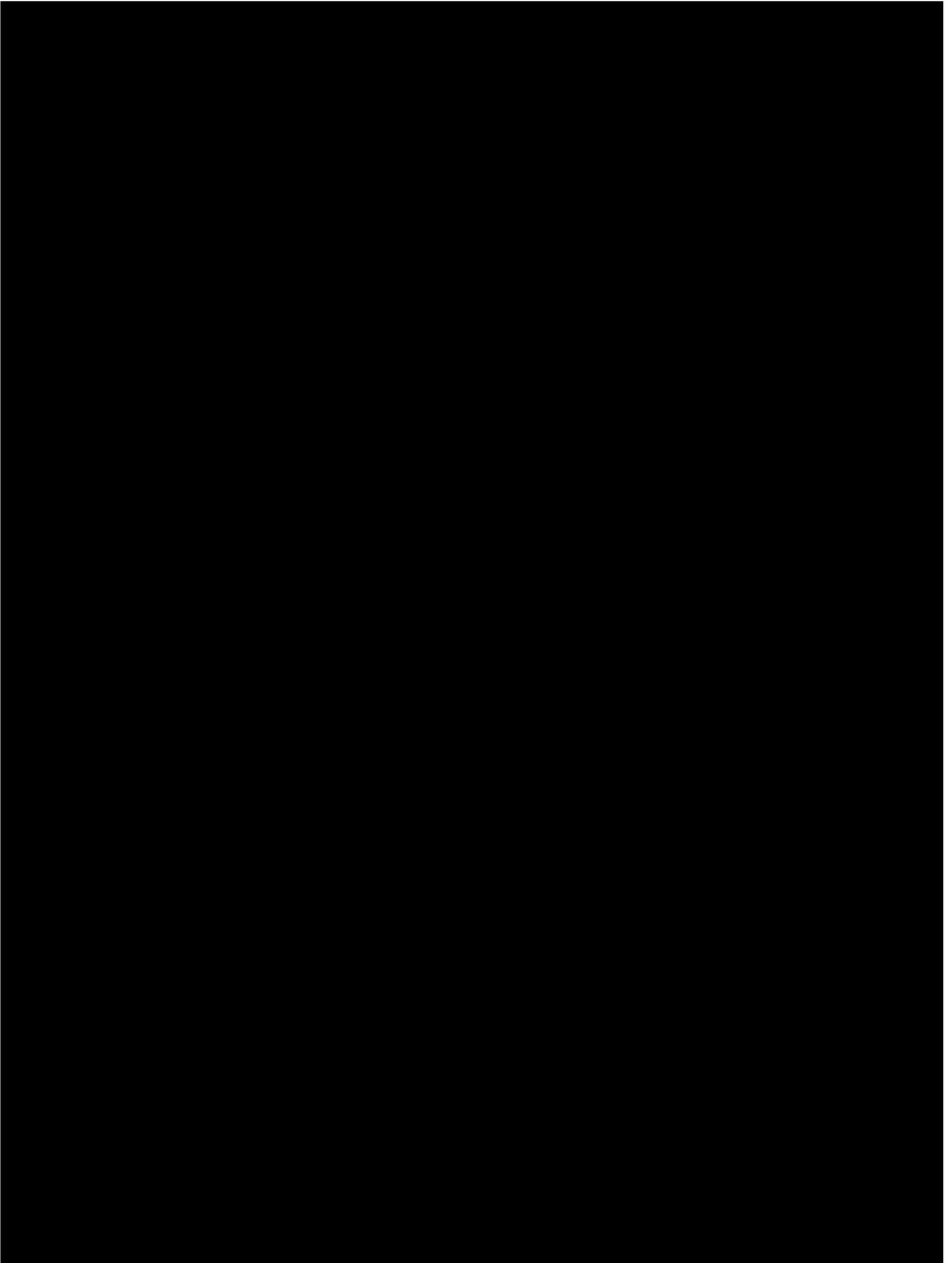
4.4 Business Continuity

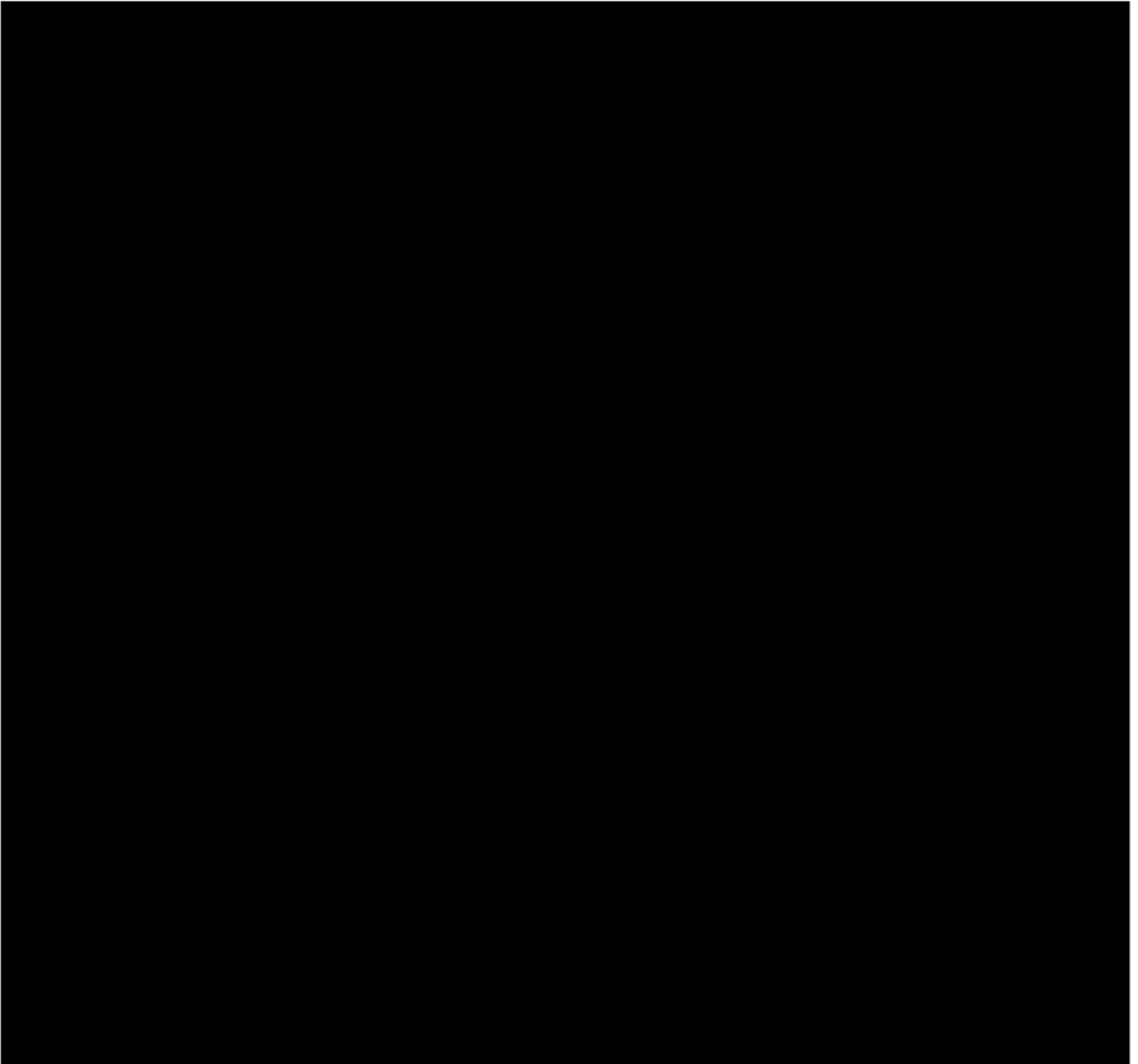
As defined in the Further Competition Specification and KPIs - **Appendix 1**

4.5 Additional Terms

- **Appendix 3 - Additional TUPE Terms**
- **Appendix 5 - Data Handling Schedule Category 1 Suppliers**







BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Contract.

For and on behalf of the Contractor:

Name and Title	Matt Gallacher
Position	Chief Financial Officer
Signature	
Date	11 November 2025

For and on behalf of the Customer:

Name and Title	Claire Trewartha
Position	Chief Executive
Signature	
Date	23/10/25

SCHEDULE 3

Call-Off Terms

BACKGROUND

DA Languages Limited (trading as Dals) (the "Contractor") entered into an agreement (the "DPS Agreement") on 14th September 2020 with the Police and Crime Commissioner for Leicestershire (the "Commissioner") relating to the supply of certain services.

The Commissioner created the DPS Agreement on behalf of the Contracting Bodies so that Contracting Bodies could access the DPS for the purchase of certain services as defined in the DPS Agreement.

The Customer placing the Order is one of the Contracting Bodies and it is placing such Order on the basis that the Call-Off Terms shall apply to the resulting contract and the Contractor has agreed (in the DPS Agreement) that these terms shall apply to the supply and purchase of such services.

GENERAL PROVISIONS

1. Definitions and Interpretation

1.1 Unless the context otherwise requires, expressions defined in the DPS Agreement and used in these Call-Off Terms shall have the meaning set out in the DPS Agreement and the following additional definitions shall apply to these Call-Off Terms:

1.1.1 "Business Continuity Event" means an event (whether a natural or man-made phenomenon or occurrence) which interrupts the normal business activities, including business functions, operations, or processes of the Customer, (whether anticipated or unanticipated) and which prevents or delays a party from performing its obligations to third parties or receiving the full benefit of the provision of the services in accordance with the provisions of the Call-Off Contract;

1.1.2 "Business Continuity Plan" means a written document prepared in accordance with Clause 51 and Schedule 5, detailing the procedures to be followed and actions to be undertaken by the Contractor;

1.1.3 "Contracting Authority" has the definition given in Regulation 2 of the PCR;

1.1.4 "Contract Period" means the period of the Call-Off Contract as specified in the Order Form;

1.1.5 "Effective Date" means the date on which the Call-Off Contract is signed as set out in the Order Form;

1.1.6 "Force Majeure" means in relation to either Party any event which is beyond the reasonable control of that Party and which materially and adversely affects its ability to perform its obligations under the Call-Off Contract, but excluding any one or more of the following:

1.1.6.1 any event which is caused by or attributable to any wilful act or omission or any negligence by the Party in question or any of its personnel (including the Staff in the case of the Contractor) and/or any Default by that Party of any of its obligations under the Call-Off Contract;

- 1.1.6.2 any event to the extent that it could have been prevented or avoided, or its adverse impact could have been mitigated, through the exercise by the Party in question of Good Industry Practice, including the establishment and implementation of appropriate disaster recovery or business contingency arrangements;
- 1.1.6.3 any failure by the Contractor to implement the Business Continuity Plan;
- 1.1.6.4 any lack of funds by the Party in question;
- 1.1.6.5 any failure on the part of a sub-contractor of the Party in question, unless that failure was in turn attributable to an event of the kind which would fall within, and not be excluded from, the preceding parts of this definition (if references in those preceding parts to the Party in question were references to the relevant sub-contractor);
- 1.1.7 “Management Information” means the management information specified in the Order Form;
- 1.1.8 “PCR” means the Public Contracts Regulations 2015;
- 1.1.9 “Premises” means the location(s) to where the Services are to be performed, as set out in the Order Form;
- 1.1.10 “Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or any 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 Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Order Form.
- 1.1.11 “Relevant Conviction” has the meaning given in the Order Form;
- 1.1.12 “Replacement Supplier” means any third party provider of Replacement Services appointed by the Customer from time to time;
- 1.1.13 “Replacement Services” means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry, termination or partial termination of the Services, whether those Services are provided by the Customer internally and/or by any Replacement Supplier;
- 1.1.14 “Required Insurances” has the meaning given in Clause 43.4.
- 1.1.15 “Sub-Contract” means any agreement or proposed agreement between the Contractor and the Sub-Contractor in which the Sub-Contractor agrees to provide to the Contractor the Services or any part thereof or facilities or goods and services necessary for the provision of the Services or any part thereof;
- 1.1.16 “TUPE Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

1.1.17 "Variation" has the meaning given in Clause 37.1.

1.2 The interpretation and construction of these Call-Off Terms 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;

1.2.3 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;

1.2.4 reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

1.2.5 reference to any document, shall be construed as referring to that document as it may from time to time be amended, modified, extended or replaced (whether before or after the date of the Call-Off Contract);

1.2.6 reference 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 and their successors and permitted assigns or transferees;

1.2.7 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and

1.2.8 headings are included in the Call-Off Contract for ease of reference only and shall not affect the interpretation or construction of the Call-Off Contract.

2. Formation

2.1 Each Order that the Customer places pursuant to the DPS Agreement is subject to and shall be deemed to incorporate these Call-off Terms which shall form part of the Call-Off Contract to the exclusion of any terms and conditions which the Contractor may seek to impose under any quotation, confirmation of order, invoice or similar document. By entering into the DPS Agreement the Contractor agrees to the application of these Call-off Terms to the Call-Off Contract. The Contractor and the Customer agree that any other terms or conditions (whether or not inconsistent with these Call-off Terms) contained or referred to in any correspondence or any documentation submitted by the Contractor or elsewhere implied by custom, practice or course of dealing shall not apply.

2.2 The placing of an Order by the Customer on the Contractor shall create a contract in respect of the Services and require the Contractor to perform (or procure the performance of) the Services in accordance with these Call-Off Terms.

2.3 For the avoidance of doubt, each Call-Off Contract shall survive the expiration or termination of the DPS Agreement.

3. Due Diligence

3.1 The Contractor acknowledges that it:

- 3.1.1 has 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 Customer and has entered into the Call-Off Contract in reliance on its own due diligence alone;
- 3.1.2 has, prior to the Effective Date, inspected the Premises, made appropriate enquiries and received sufficient information so as to satisfy itself in relation to all matters required by it in order to determine whether it is able to provide the Services and perform its obligations in accordance with the Call-Off Contract;
- 3.1.3 has raised (and satisfied itself as to the answers to) all relevant due diligence questions with the Customer before the Effective Date; and
- 3.1.4 having made all such enquiries, has satisfied itself that it is able to provide the Services and perform its obligations in accordance with the terms of the Call-Off Contract.

4. Contract Period

- 4.1 The Call-Off Contract shall come into effect on the Commencement Date and shall remain in force throughout the Contract Period unless it is otherwise terminated in accordance with the provisions of the Call-Off Contract, or otherwise lawfully terminated or extended.

5. Contractor's Status

- 5.1 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Call-Off Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties 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 the Call-Off Contract.

6. Notices

- 6.1 Except as otherwise expressly provided within the Call-Off Contract, no notice or consent required or permitted to be given by one Party to the other Party shall have any validity under the Call-Off Contract unless made in writing by or on behalf of the Party concerned.
- 6.2 Any notice or consent which is to be given by either Party to the other Party shall only be valid if given by letter (sent by hand, first class post, recorded delivery or special delivery). Such letters shall be addressed to the other Party at the address for that Party set out in the Order Form or to such other address as that Party may notify to the other Party in accordance with this Clause 6.
- 6.3 Any such notice or consent shall be deemed to have been duly received:
 - 6.3.1 if hand delivered: at the time of actual delivery; or
 - 6.3.2 if dispatched by first class post, recorded delivery or special delivery: 2 (two) Working Days after the day on which the relevant letter was posted to the correct address, provided in each case that if the deemed receipt time occurs either on a day that is not a Working Day or after 5.00pm on a Working Day, then the notice or consent in question shall not in fact be deemed to have been received until 10.00am on the next following Working Day (such times being local time at the address of the recipient).

6.4 Either Party may change its address for service by serving a notice in accordance with this Clause 6.

6.5 For the avoidance of doubt, any notice given under the Call-Off Contract shall not be validly served if sent by electronic mail or by facsimile and not confirmed by a letter sent by post.

7. Mistakes in Information

7.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Contractor in connection with the performance of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

8. Conflicts of Interest

8.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is (or may be) an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor (and/or any of the Staff) and the duties owed to the Customer under the provisions of the Call-Off Contract.

8.2 Where any conflict referred to in Clause 8.1 arises or is reasonably foreseeable, the Contractor shall promptly notify the Customer and provide the Customer with full particulars (or as much detail as it is able to provide in the circumstances) of the conflict or potential conflict.

8.3 The Customer reserves the right to terminate the Call-Off Contract immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Call-Off Contract. The actions of the Customer pursuant to this Clause 8 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

8.4 This Clause 8 shall apply during the Contract Period and for a period of 2 (two) years following the end of the Contract Period.

PROVISION OF SERVICES

9. The Services

9.1 In consideration of the payment of the Charges, the Contractor shall perform the Services during the Contract Period in accordance with the Customer's requirements as set out in the Order and the provisions of these Call-Off Terms.

9.2 If the Customer informs the Contractor in writing that the Customer reasonably believes that any part of the Services does not meet the requirements of the Call-Off Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Customer, the Contractor shall at its own expense re-schedule and re-perform the Services in accordance with the requirements of the Call-Off Contract within such reasonable time as may be specified by the Customer.

10. Manner of Carrying Out the Services

10.1 The Contractor shall ensure that:

10.1.1 all Staff performing the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper performance of the Services; and

10.1.2 it engages an adequate number of trained and competent Staff to perform the Services in accordance with the Call-Off Contract and shall provide evidence of such competency if reasonably requested to do so by the Customer.

11. Contractor's Staff

11.1 At the Customer's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Call-Off Contract to the Premises, specifying the capacities in which they are concerned with the Call-Off Contract and giving such other particulars as the Customer may reasonably request.

11.2 The Contractor shall ensure that the Staff, engaged on the Premises or performing the Services, comply with:

11.2.1 the Customer's rules, procedures, policies regulations and requirements (including those relating to site security arrangements and standards of professional conduct) notified to the Contractor or the Staff from time to time; and

11.2.2 all relevant professional conduct legislation, codes of practice and any other appropriate standards, policies, procedures and documentation relating to standards of professional conduct (including the Independent Police Complaints Commission (Complaints and Misconduct) (Contractors) Regulations 2015) as may be in force from time to time.

11.3 The Customer may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises and/or direct the Contractor to end the involvement in the provision of the Services:

11.3.1 any member of the Staff; or

11.3.2 any person employed or engaged by any member of the Staff,

a) whose admission or continued presence or involvement would, in the reasonable opinion of the Customer, be undesirable and/or represent a security risk; or

b) the Customer reasonably believes does not have the required levels of training and expertise; or

c) who is or has acted in any manner in breach of the provisions of Clause 19 or Clause 20; or

d) whom the Customer can demonstrate has failed to comply with the rules, regulations, codes of conduct, policies or other requirements referred to in Clause 11.2; or

e) whom the Customer has other reasonable grounds for requiring their removal (including following notification of adverse criticism or a Relevant Conviction in accordance with Clause 13.6 or where the Customer otherwise learns of such matters in respect of the Staff to be removed).

- 11.4 Following the removal of any Staff for any reason, the Contractor shall, at its own cost, ensure that such person is replaced promptly with another person with necessary training and skill to meet the requirements of the performance of the Services undertaken by the member of Staff removed.
- 11.5 Any access to, or occupation of, the Premises which the Customer may grant the Contractor from time to time shall be on a non-exclusive licence basis free of charge. The Contractor shall use the Premises solely for the purpose of performing its obligations under the Call-Off Contract and shall limit access to the Premises to such Staff as is necessary for that purpose. The Contractor shall cooperate (and ensure that the Staff cooperate) with such other persons working concurrently on the Premises as the Customer may reasonably request.
- 11.6 The Contractor acknowledges and agrees that the Customer is entitled to determine the appropriate lead investigator for any complaints or suspected misconduct of any member of Staff.
- 11.7 The Contractor acknowledges that the Customer shall be free to search any member of Staff on or entering the Premises and shall procure that the Staff cooperate fully with the Customer for these purposes. The Contractor shall also ensure that all of the Staff carry out their duties and act (while on the Premises or while performing the Services) in an orderly and appropriate manner, having regard to the nature of their duties and that they shall at all times be dressed appropriately in view of their job category and/or the Services they are to perform.
- 11.8 If and when requested by the Customer, the Contractor shall procure (in respect of the Staff) from each person identified by the request a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Call-Off Contract.
- 11.9 The Contractor shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the Contractor to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Services without Approval.
- 11.10 The Contractor shall ensure that any Staff who work, or ordinarily work, in the UK are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998.
- 11.11 The Contractor alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of the Staff. The Contractor assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Customer.

12. Contract Monitoring

- 12.1 Throughout the Contract Period, the Parties shall meet at such intervals and in such places specified in the Order Form or otherwise reasonably requested by the Customer, for the purpose of discussing the performance of the Services (including the performance against the Service Levels), whether the

Customer's objectives are being met, whether any anticipated benefits/outcomes are being achieved, any lessons learned for future procurements and any other appropriate matters.

12.2 Without prejudice to any other provisions in the Call-Off Contract, the Contractor shall provide such information (including the information set out in the Order Form) in relation to the performance of its obligations and compliance with the Law required under the Call-Off Contract (including information in respect of claims, progress against relevant timescales or milestones and information required by the Customer for the purposes of re-tendering the Services) as the Customer may reasonably request from time to time. The Contractor shall:

12.2.1 provide such information in the format and within the timescales reasonably specified by the Customer;

12.2.2 ensure that all such information is accurate and complete; and

12.2.3 in respect of any information required by the Customer for re-tendering purposes, notify the Customer without delay of any changes to information previously provided to the Customer.

13. Contract Performance

13.1 The Contractor acknowledges that the Customer relies on the skill and judgment of the Contractor in the supply of the Services and the performance of the Contractor's obligations under the Call-Off Contract.

13.2 The Contractor shall perform its obligations under the Call-Off Contract:

13.2.1 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

13.2.2 in a timely, reliable and professional manner;

13.2.3 in accordance with Good Industry Practice;

13.2.4 in accordance with the Quality Standards; and

13.2.5 in compliance with all applicable Laws.

13.3 Throughout the Contract Period, the Contractor shall:

13.3.1 have at all times all licences, approvals and consents necessary to enable the Contractor and Staff to perform the Services;

13.3.2 not, in the performance of its obligations under the Call-Off Contract, in any manner endanger the safety or unlawfully interfere with the safety or convenience of the public.

13.4 In order to assess the level of performance of the Contractor, the Customer may undertake satisfaction surveys in respect of the Contractor's provision of the Services.

13.5 The Customer shall be entitled to notify the Contractor of any aspects of their performance of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with the Call-Off Contract.

13.6 The Contractor shall notify the Customer immediately if it (or a member of Staff) fails any police vetting requirement or is the subject of adverse criticism of a Regulatory Body, judge, tribunal or other statutory or judiciary official or is convicted of a Relevant Conviction or charged with an offence that would lead to a Relevant Conviction and shall, if requested, provide the Customer with further details relating to the same.

13.7 The Contractor acknowledges and agrees that the Customer may share any information received from the Contractor in accordance with Clause 13.6 with other Contracting Authorities.

14. Service Levels

14.1 The Contractor shall perform the Services so as to meet or exceed the Service Levels at all times.

14.2 The Contractor shall provide the Customer with reports detailing its performance in respect of each Service Level at the intervals specified in the Order Form.

14.3 If there is a Service Failure, the Contractor shall:

14.3.1 notify the Customer of the Service Failure as soon as it becomes aware (or should have reasonably become aware of it);

14.3.2 at its own cost, deploy such reasonable additional resources and take such reasonable remedial action as is necessary to rectify or to prevent the Service Failure from recurring; and

14.3.3 automatically credit the Customer with the applicable Service Credit. Service Credits shall either be shown as a deduction from the amount due from the Customer to the Contractor in the next invoice then due to be issued under the Call-Off Contract, or the Contractor shall issue a credit note against a previous invoice and the amount for the Service Credit shall be repayable by the Contractor as a debt within 5 (five) Working Days of issue of the credit note.

PAYMENT AND CHARGES

15. Charges

15.1 In consideration of the Contractor's performance of its obligations under the Call-Off Contract, the Customer shall pay the Charges in accordance with Clause 16.2.

15.2 The Customer shall, in addition to the Charges and following receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Call-Off Contract.

16. Payment and VAT

16.1 Unless otherwise specified in the Order Form, the Contractor shall submit invoices for the Services monthly in arrears.

16.2 Unless otherwise specified in the Order Form, the Customer shall pay all sums due to the Contractor within 30 (thirty) days of receipt of a valid undisputed invoice, submitted in accordance with Clause 16.1.

- 16.3 The Contractor shall ensure that each invoice contains the information set out in Clause 18.1 and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
- 16.4 The Customer shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 16.5 For the purposes of Clause 16.4, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 16.6 Where the Contractor enters into a Sub-Contract with a Sub-Contractor for the purpose of performing any of its obligations under the Call-Off Contract, it shall ensure that provisions are included in the Sub-Contract which requires:
- 16.6.1 payment to be made of all sums due by the Contractor to the Sub-Contractor within a specified period not exceeding 30 (thirty) days from the receipt of a valid invoice; and
 - 16.6.2 the Contractor to consider and verify invoices and to raise queries on any disputed invoices in terms equivalent to those imposed on the Customer as set out in Clauses 16.10 and 16.11; and
 - 16.6.3 the Sub-Contractor to include in any sub-contract which it in turn awards suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by this Clause 16.6.
- 16.7 The Contractor shall add VAT to the Charges at the prevailing rate as applicable.
- 16.8 The Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Customer at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Call-Off Contract. Any amounts due under this Clause 16.8 shall be paid by the Contractor to the Customer not less than 5 (five) Working Days before the date upon which the VAT or other liability is payable by the Customer.
- 16.9 The Contractor shall not suspend the performance of the Services unless the Contractor is entitled to terminate the Call-Off Contract under Clause 47.2 for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced at the statutory rate set out in the Late Payment of Commercial Debts (Interest) Act 1998.
- 16.10 The Customer shall consider and verify any invoices submitted for payment by the Contractor in a timely fashion and, subject to Clause 16.11, the Customer acknowledges and agrees that any undue delay by it in considering or verifying any invoices pursuant to this Clause 16.10 shall not be sufficient justification for regarding an invoice as invalid and/or disputed.
- 16.11 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due or any other inaccuracy which renders the invoice invalid (a "disputed invoice"):

16.11.1 the Customer shall notify the Contractor in writing as soon as reasonably practicable;

16.11.2 the Customer's failure to pay the disputed invoice shall not be deemed to be a Default of the Call-Off Contract;

16.11.3 to the extent such element is readily identifiable, the Customer shall pay any element of the disputed invoice which is not in dispute by its due date;

16.11.4 once the dispute has been resolved, where either Party is required to make a balancing payment, it shall do so within 5 (five) Working Days and, where the Contractor is required to issue a credit note and/or fresh invoice, it shall do so within 5 (five) Working Days.

16.12 Payment of any invoice in full or in part shall be without prejudice to any claims or rights of the Customer against the Contractor in respect of the provision of the Services.

16.13 Save for the deduction of Service Credits pursuant to Clause 14.3.3 and subject to Clause 16.14, the Charges shall only be adjusted to such extent and in such manner (if at all) as is specified in the Order Form.

17. Recovery of Sums Due

17.1 Wherever under the Call-Off Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Customer in respect of any Default), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Call-Off Contract or under any other agreement with the Customer.

17.2 Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

17.3 The Contractor shall make all payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Contractor.

17.4 Unless otherwise specified in the Call-Off Contract, any sum payable by the Contractor to the Customer under the Call-Off Contract or by either Party to the other under Clause 17.2 shall be paid in cleared funds, within 5 (five) Working Days of a demand for the same being notified by the recipient Party to the paying Party, to such bank or building society account as the recipient Party may from time to time direct.

18. Form of Invoice

18.1 Unless otherwise agreed in writing by the Customer, all invoices shall include the following information:

- 18.1.1 the Call-Off Contract number and/or purchase order number;
- 18.1.2 an invoice number;
- 18.1.3 the location, date or time period of performance of the Services;
- 18.1.4 where applicable, rate description (ie standard hours/time and a half/double time) and amount;
- 18.1.5 a detailed description of any recoverable expenses and the amounts of such;
- 18.1.6 the Contractor's VAT number;
- 18.1.7 the amount due exclusive of VAT, any other duty, Service Credits or early settlement discount;
- 18.1.8 the VAT rate and VAT amount;
- 18.1.9 the amount of any other duty payable;
- 18.1.10 the amount of any Service Credits or early settlement discount to be deducted;
- 18.1.11 the amount due inclusive of VAT, any other duty, Service Credits and/or early settlement discount;
- 18.1.12 the name of the Customer contact;
- 18.1.13 the name of the person at the Customer with responsibility to authorise payment (if different to the Customer contact);
- 18.1.14 details of the Contractor's BACS details or other method of payment;
- 18.1.15 the Contractor's contact details; and
- 18.1.16 the date of the invoice.

18.2 The Contractor shall ensure that each invoice is addressed to the Customer at the address set out in the Order Form.

STATUTORY OBLIGATIONS AND REGULATIONS**19. Prevention of Corruption**

19.1 The Contractor or anyone associated with the Contractor shall not:

19.1.1 offer or give, or agree to give, to the Customer or any other public body (or any person employed by or on behalf of the Customer or any other public body) any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Call-Off Contract or any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Call-Off Contract or any such contract; or

19.1.2 commit any offence under the Bribery Act 2010 or any other applicable Law creating offences in respect of bribery, corruption or fraudulent acts in relation to the Call Contract or any other contract with the Customer.

19.2 For the purpose of this Clause 19, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Contractor includes any Sub-Contractor.

19.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body in connection with the Call-Off Contract.

19.4 If the Contractor, any of the Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by Clause 19.1 or Clause 19.3, the Customer may:

19.4.1 terminate the Call-Off Contract immediately by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the provision of services in replacement for the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or

19.4.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any Default of those Clauses.

20. Prevention of Fraud

20.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by any of the Staff and/or within the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

20.2 The Contractor shall notify the Customer immediately if it has reason to suspect that any fraud in relation to any contract with the Customer has occurred or is occurring or is likely to occur.

20.3 If the Contractor or any of the Staff commits fraud in relation to the Call-Off Contract or any other contract with the Customer, the Customer may:

20.3.1 terminate the Call-Off Contract immediately by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the provision of services in replacement for the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or

20.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any Default of this Clause 20.

21. Discrimination

21.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Disability Discrimination Act 2005, the Equality Act 2010 or any other relevant Law relating to discrimination in employment or any equivalent law (including any equivalent legislation or regulation in force from time to time in any other jurisdiction in which any activities are carried out under or in connection with the Call Contract by the Contractor or any of the Staff).

21.2 The Contractor shall take all reasonable steps to secure the observance of the provisions of Clause 21.1 by all of the Staff engaged in the execution of the Call-Off Contract.

22. The Contracts (Rights of Third Parties) Act 1999

22.1 Save as set out in Clause 56.3, a person who is not a Party to the Call-Off Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This Clause 22.1 does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

22.2 No consent of the Replacement Supplier (or any sub-contractor of a Replacement Supplier) is necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of the Call-Off Contract or any one or more Clauses of it.

23. Environmental Requirements

23.1 The Contractor shall (and shall ensure that all of the Staff shall), when working on the Premises or any other premises in connection with the Call-Off Contract, comply with all relevant environmental Law.

23.2 The Contractor shall perform its obligations under the Call-Off Contract in accordance with the spirit and objectives of the Customer's environmental policy, 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, volatile organic compounds and other substances damaging to health and the environment.

23.3 In so far as the Contractor or any of the Staff dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor's obligations under the Call-Off Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable Law, including (where applicable) the Environmental Protection Act 1990, the Environment Act 1995 and the Waste Electrical and Electronic Equipment Regulations 2013.

23.4 If and when requested to do so by the Customer at any time, the Contractor shall provide the Customer with such documents and/or permit representatives of the Customer to have such access to the Contractor's premises, systems, procedures and personnel as the Customer may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under this Clause 23.

24. Health and Safety

24.1 The Contractor shall, and shall ensure that all of the Staff shall, when working on the Premises or any other premises in connection with the Call-Off Contract comply with all applicable health and safety Law and with any appropriate standards, policies, procedures and documentation relating to health and safety notified to the Contractor by the Customer from time to time.

24.2 The Contractor shall have a designated policy to manage, control and audit the health and safety standards of its Sub-Contractors and shall take appropriate action if any Sub-Contractors fail to meet required standards.

24.3 The Customer shall be entitled, acting through its authorised officers and health and safety advisors, to suspend the performance by the Contractor of some or all of its obligations under the Call

Contract in the event of non-compliance by the Contractor with its obligations under this Clause 24. The Contractor shall not resume performance of the suspended obligations until notified that the Customer is satisfied that the relevant non-compliance has been rectified.

24.4 For the avoidance of doubt, the Contractor acknowledges and agrees that any Default of its obligations under this Clause 24, including any persistent, minor breaches, may have the following consequences:

24.4.1 the exercise of rights on the part of the Customer to suspend the performance by the Contractor of some or all of its obligations under the Call-Off Contract (including the performance of the Services) or to terminate the Call-Off Contract;

24.4.2 to the extent permitted by applicable Law, the imposition of restrictions on the Contractor from working on any other contract with the Customer until improvements to its health and safety practices have been made and suitable evidence of such has been provided to the Customer;

24.4.3 to the extent permitted by applicable Law, the removal of the Contractor from the Customer's approved/select lists.

24.5 The Contractor shall notify the Customer in writing without delay of all incidents, which either could have led, or did lead, to injury and/or damage. Where incidents are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013, the Contractor shall supply the Customer with a completed copy of all relevant forms and reports required to be submitted pursuant to those Regulations.

24.6 If and when requested to do so by the Customer at any time, the Contractor shall provide the Customer with such documents and/or permit representatives of the Customer to have such access to the Contractor's premises, systems, procedures and personnel as the Customer may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under this Clause 24.

25. Modern Slavery

25.1 The Contractor undertakes, warrants and represents that:

25.1.1 neither the Contractor nor any of its officers or Staff has:

25.1.1.1 committed an offence under the Modern Slavery Act 2015 (an **"MSA Offence"**); or

25.1.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

25.1.1.3 become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

25.1.2 it shall comply with the Modern Slavery Act 2015; and

25.1.3 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers or Staff have breached or potentially breached any of the Contractor's obligations under Clause 25.1.1. Any notice under this Clause 25.1.3 shall set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations.

25.2 Any breach of Clause 25.1 by the Contractor shall be deemed a material breach of the Call-Off Contract entitling the Customer to terminate the Call-Off Contract pursuant to Clause 47.1.3.

25.3 The Contractor shall, during the Contract Period and for a period of 6 years thereafter, maintain such records relating to the Services provided to the Customer under the Call-Off Contract as may be necessary to trace the supply chain of such Services and to enable the Customer to determine the Contractor's compliance with this Clause 25.

25.4 The Contractor shall prepare and deliver to the Customer on the anniversary of the Commencement Date in each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

25.5 The Contractor shall conduct a programme of regular training for its officers, Staff and other members of its supply chain to ensure compliance with the Modern Slavery Act 2015.

25.6 The Contractor shall keep a record of all training offered and completed under Clause 25.5 and shall make a copy of such records available to the Customer on request.

26. Supply Chain

26.1 The Contractor shall:

26.1.1 subject to Clause 26.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;

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

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

26.1.4 provide reports on the information at Clause 26.1.3 to the Customer in the format and frequency as reasonably specified by the Customer; and

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

26.2 Each advert referred to in Clause 26.1.1 shall provide a full and detailed description of the SubContract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

26.3 The obligation at Clause 26.1.1 shall only apply in respect of Sub-Contract opportunities arising after the contract award date for this Call-Off Contract.

26.4 Notwithstanding Clause 26.1, the Customer may, by giving its prior Approval, agree that a SubContract opportunity is not required to be advertised on Contracts Finder.

PROTECTION OF INFORMATION

27. Confidentiality

27.1 During the Contract Period and after termination or expiry of the Call-Off Contract for any reason, neither Party shall:

27.1.1 disclose any information concerning or relating to the other Party, which a reasonable

person would regard as confidential, to any other person other than with the prior written consent of the other Party or in accordance with Clause 27.2 or Clause 27.3; or

27.1.2 use any of the other Party's confidential information for any purpose other than to perform its obligations and/or exercise its rights under the Call-Off Contract.

27.2 A Party ("Receiving Party") may disclose confidential information belonging to the other Party to its employees, agents, representatives, sub-contractors and advisers to the extent that it is necessary to enable the Receiving Party to perform its obligations and/or exercise its rights under the Call-Off Contract provided that the Receiving Party shall ensure that each recipient:

27.2.1 only uses the information for that purpose;

27.2.2 understands that the information is confidential;

27.2.3 is made aware of and complies with all the obligations of confidentiality set out in the CallOff Contract. The Receiving Party shall be responsible for any failure by any of its recipients to observe the obligations of

confidentiality in the Call-Off Contract as though it were a breach committed by the Receiving Party.

27.3 The obligations contained in this Clause 27 shall not apply to any confidential information which:

27.3.1 was at the Commencement Date, or at any time after the Commencement Date comes into, the public domain other than through breach of the Call-Off Contract;

27.3.2 can be shown by the Receiving Party to the reasonable satisfaction of the other Party to

have been known by, or available (on a basis that did not require it to be maintained as confidential) to the Receiving Party before it was provided to it by the other Party;

27.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party (who has not derived it directly or indirectly from the other Party), who is rightfully in possession of such confidential information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the other Party; or

27.3.4 is required by Law, court order or any Regulatory Body, to be disclosed; or

27.3.5 in the case of the Customer, is disclosed pursuant to the Customer's rights set out in Clause 28.

28. Freedom of Information and Transparency Obligations

28.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Customer (at the Contractor's expense) to enable the Customer to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the Customer any request for information pursuant to the

FOIA or EIR received by the Contractor (or any of its sub-contractors) as soon as practicable following receipt and in any event within three Working Days of receipt.

28.2 The Contractor shall not respond to a request for information under the FOIA or EIR without the prior written consent of the Customer.

28.3 The Contractor acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information:

28.3.1 without consulting with the Contractor; or

28.3.2 following consultation with the Contractor and having taken its views into account, provided always that where Clause 28.3.1 applies the Customer shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate and without putting itself in breach of

applicable Law, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

28.4 The Contractor shall ensure that all Information (as defined by the FOIA) produced in the course of the Call-Off Contract or relating to the Call-Off Contract is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

28.5 The Contractor acknowledges that the Customer is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("Transparency Obligations").

28.6 The Contractor gives consent to the Customer to publish the contents of the Call-Off Contract and information regarding any tender process related to the Services to enable it to comply with its Transparency Obligations.

28.7 The Contractor acknowledges that:

28.7.1 the Customer shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and

28.7.2 any lists or schedules provided by the Contractor outlining confidential information are of an indicative value only and that the Customer may be obliged to disclose confidential information in accordance with the FOIA, EIR and/or Transparency Obligations without the Contractor's consent.

29. Data Protection

29.1 Prior to or immediately on award of the Call-Off Contract, the Parties shall undertake (and the Contractor shall fully support) a DPIA.

29.2 Notwithstanding Clause 29.1, if following award either Party proposes any change to the Services and/or to the way in which they are provided, prior to commencing the Services or implementing any change (as appropriate) the Parties shall undertake (and the Contractor shall fully support) a DPIA.

29.3 Following completion of any DPIA, if the Customer reasonably requests, the Contractor shall enter into a DPC with the Customer on reasonable terms and the Contractor shall not process any personal data for or on behalf of the Customer unless and until such a DPC is put in place and signed by both Parties.

30. Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

30.1 The Contractor shall comply with, and shall ensure that the Staff comply with, the provisions of: 30.1.1

the Official Secrets Acts 1911 to 1989; and

30.1.2 Section 182 of the Finance Act 1989.

30.2 In the event that the Contractor or any of the Staff fail to comply with Clause 30.1, the Customer reserves the right to terminate the Call-Off Contract immediately by giving notice in writing to the Contractor.

31. Publicity, Media and Official Enquiries

31.1 The Contractor shall not (and shall ensure that the Staff and the Contractor's professional advisers shall not) make any press announcement or publicise the Call-Off Contract or any part thereof in any way, without prior Approval.

31.2 The Contractor shall not (and shall ensure that the Staff and the Contractor's professional advisers shall not) include in any published material the name, logo or style of the Customer; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of the Customer's police force without prior Approval.

32. Intellectual Property Rights

32.1 Intellectual Property Rights belonging to the Customer created prior to the beginning of the Contract Period shall continue to belong to the Customer and the Contractor shall be entitled to use any documentation, information, property (other than real property) or material ("Customer Material") provided by the Customer to the Contractor (or any of the Staff) only for purposes envisaged by or arising under the Call-Off Contract.

32.2 The Contractor not be entitled to exercise any lien over any Customer Material in its possession but shall hold all such Customer Material in safe custody at its own risk and shall maintain the Customer Material in good condition until returned to the Customer (which the Contractor shall do immediately following a request to do so from the Customer) and shall not dispose of or use the Customer Material other than in accordance with the Customer's written instructions or authorisation. The Contractor irrevocably licences the Customer and its agents to enter any premises of the Contractor during normal working hours on reasonable notice to recover any Customer Material not returned by the Contractor following a request to do so.

32.3 The Contractor shall take all reasonable steps to ensure that the title of the Customer to the Customer Material and the exclusion of any such lien or other interest are brought to the notice of all SubContractors and other appropriate persons and shall, at the Customer's request, store the Customer Material separately and ensure that it is clearly identifiable as belonging to the Customer.

32.4 Intellectual Property Rights in any deliverable created by the Contractor during the Contract Period in the performance of the Call-Off Contract shall be the sole property of the Customer provided that the Contractor shall have free and unfettered access to and right to use such Intellectual Property Rights during the Contract Period for all purposes envisaged by or arising under the Call-Off Contract.

- 32.5 Immediately upon request, the Contractor shall assign (or procure the assignment) in writing to the Customer (or to such other person(s) as the Customer shall direct) with full title guarantee title to and all rights and interests as it (or any Staff or any Sub-Contractor) has or may acquire in any deliverables the sole property of the Customer pursuant to Clause 32.4.
- 32.6 The Contractor shall obtain waivers of all moral rights in any deliverables that are transferred to the Customer pursuant to Clauses 32.4 and/or 32.5 to which any person is now or may at any future time be entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of Law in any jurisdiction.
- 32.7 The Contractor hereby grants (or (in the case of third party Intellectual Property Rights) shall procure that the third party grants) to the Customer an irrevocable, non-exclusive royalty-free licence to
use, copy, modify, adapt, publish and create derivative works from, for any purpose in connection with the Services (and/or related deliverables), all the Intellectual Property Rights (other than in respect of the Customer Material or deliverables, the Intellectual Property Rights of which are the sole property of the Customer pursuant to Clauses 32.1 and/or Clause 32.4) which the Contractor, the Staff and/or the Sub-Contractors have used or supplied in connection with the Services (and/or related deliverables). Such licence shall include the right for the Customer to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Supplier or to any other third party supplying goods or services to the Customer.
- 32.8 For the avoidance of doubt, the licence in Clause 32.7 extends to any officers, employees, agents or staff of the Customer or any Contracting Authority which is a member of any collaboration agreement with the Customer for the delivery of services or sharing of data which in the ordinary course of business or operations incorporate or utilise the Services.
- 32.9 The Contractor warrants that the performance, receipt and use of the Services and any deliverables shall not infringe the Intellectual Property Rights of any third party and the Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any claims, proceedings, actions, damages, costs, expenses and any other liabilities suffered or incurred by the Customer or for which the Customer may become liable arising directly or indirectly out of or in connection with any claim made against the Customer that the performance, receipt or use of the Services and/or any deliverables infringes the Intellectual Property Rights of a third party.
- 32.10 The warranty and indemnity in Clause 32.9 shall not apply to claims which arise from:
- 32.10.1 items or materials based upon designs supplied by the Customer; or
 - 32.10.2 the use of data supplied by the Customer which is not required to be verified by the Contractor under any provision of the Call-Off Contract.

- 32.11 The Customer shall notify the Contractor in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Rights in materials, services or deliverables supplied or licensed by the Contractor in relation to the Call-Off Contract.
- 32.12 The Contractor 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, services or deliverables supplied or licensed by the Contractor, provided always that the Contractor shall:
- 32.12.1 consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 32.12.2 take due and proper account of the interests of the Customer; and
 - 32.12.3 not settle or compromise any claim without prior Approval (not to be unreasonably withheld or delayed).
- 32.13 The Customer shall, at the request of the Contractor, afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Customer or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Call-Off Contract provided that the Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any costs and expenses (including legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Customer in relation to any costs and expenses incurred to the extent that they relate to or arise out of a claim, demand or action in respect of the matters in Clause 32.10.1 or Clause 32.10.2.
- 32.14 In connection with any negotiations or litigation conducted by the Contractor pursuant to Clause 32.12, and subject to the Contractor complying with its obligations under that Clause, the Customer shall not without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed) make any admissions which may be prejudicial to the defence or settlement of the relevant claim.
- 32.15 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights is made in connection with the Call-Off Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Customer and, at its own expense and subject to prior Approval (not to be unreasonably withheld or delayed), use its best endeavours to:
- 32.15.1 modify any or all of the Services and/or deliverables without reducing the performance or functionality of the same, or substitute alternative services and/or deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of the Call-Off Contract shall

apply mutatis mutandis to such modified Services and/or deliverables or to the substitute services and/or deliverables; or

32.15.2 procure a licence to use and provide the Services and/or deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Customer,

and in the event that the Contractor is unable to comply with Clause 32.15.1 or Clause 32.15.2 within 20 (twenty) Working Days of receipt of the Contractor's notification the Customer may terminate the Call-Off Contract with immediate effect by notice in writing.

33. Records and Audit

33.1 The Contractor shall keep and maintain (in accordance with Good Industry Practice), during the Contract Period and for a period of at least 6 (six) years thereafter, full and accurate records of the Call-Off Contract including the Services performed under it, all expenditure reimbursed by the Customer, and all payments made by the Customer.

33.2 The Contractor shall on request afford the Customer and/or any Regulatory Body including the National Audit Office (or any other applicable national audit body from time to time) and their respective representatives such access to those records as may be requested by the Customer in connection with the Call-Off Contract.

33.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the performance of the Services save insofar as the Contractor accepts and acknowledges that control over the conduct of audits carried out by a third party is outside of the control of the Customer.

34. Transparency

34.1 The Contractor acknowledges that the Customer is subject to the Elected Local Policing Bodies (Specified Information) Order 2011 and hereby gives its consent for the Customer to publish the Contract Information to the extent that the Customer is required to do so pursuant to that legislation or any other applicable Law.

34.2 The Customer may, in its sole discretion, redact all or part of the Contract Information prior to its publication in accordance with Clause 34.1 and, in doing so, the Customer shall take account of the Freedom of Information Act 2000. The Customer may consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to this Clause 34 but the Contractor acknowledges and agrees that the final decision regarding publication and/or redaction of the Contract Information shall be that of the Customer.

CONTROL OF THE CONTRACT

35. Transfer and Sub-Contracting

35.1 Save as permitted by Clauses 35.4 and 35.5, the Contractor shall not assign, sub-contract or in any other way dispose of the Call-Off Contract or any part of it without prior Approval.

35.2 Sub-Contracting any part of the Call-Off Contract shall not relieve the Contractor of any of its obligations or duties under the Call-Off Contract and the Contractor shall be responsible for the acts and omissions of any Sub-Contractor(s) as though they are its own.

35.3 The Contractor shall ensure that each Sub-Contract is in writing and shall include:

35.3.1 an obligation on the Sub-Contractor to comply with the Modern Slavery Act 2015;

35.3.2 a right under the Contracts (Rights of Third Parties) Act 1999 for the Customer to enforce the terms of that Sub-Contract as if it were the Contractor;

35.3.3 a provision enabling the Contractor to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-Contract to the Customer;

35.3.4 a provision requiring the Sub-Contractor to enter into a direct agreement with the Customer on terms substantially similar to those set out in Clauses 27 and 28;

35.3.5 a provision requiring the Sub-Contractor to comply with the restrictions on corrupt gifts and payments pursuant to Clause 19; and

35.3.6 a provision restricting the ability of the Sub-Contractor to further sub-contract elements of the services provided to the Contractor without first seeking prior Approval.

35.4 The Contractor may assign to a third party (the "Assignee") the right to receive payment of the Charges or any part thereof due to the Contractor under the Call-Off Contract (including any interest which the Customer incurs under Clause 16.9). Any assignment in accordance with this Clause 35.4 shall be subject to:

35.4.1 reduction of any sums in respect of which the Customer exercises its right of recovery under Clause 17;

35.4.2 all related rights of the Customer under the Call-Off Contract in relation to the recovery of sums due but unpaid; and

35.4.3 the Customer receiving notification under both Clauses 35.5 and 35.5.2.

35.5 In the event that the Contractor assigns the right to receive the Charges in accordance with Clause 35.4:

- 35.5.1 the Contractor or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective;
- 35.5.2 the Contractor shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment; and
- 35.5.3 the provisions of Clause 16 shall continue to apply in all other respects after the assignment and shall not be amended without prior Approval.
- 35.6 Subject to Clause 35.8, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof to:
- 35.6.1 any Contracting Authority; or
- 35.6.2 any body which substantially performs the functions of the Customer;
- or 35.6.3 any third party provider or supplier of the Customer,
- provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Call-Off Contract.
- 35.7 Any change in the legal status of the Customer shall not, subject to Clause 35.6, affect the validity of the Call-Off Contract. In such circumstances, the Call-Off Contract shall bind and inure to the benefit of any successor body to the Customer.
- 35.8 If the rights and obligations of the Customer under the Call-Off Contract are assigned, novated or otherwise disposed of pursuant to Clause 35.6 to a body which is not a Contracting Authority or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Authority (in the remainder of this Clause 35 both such bodies being referred to as the "Transferee"):
- 35.8.1 the rights of termination of the Customer in Clauses 46 and 47 shall be available to the Contractor in the event of (as appropriate) the insolvency or the Default of the Transferee; and
- 35.8.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof with the prior consent in writing of the Contractor (such consent not to be unreasonably withheld or delayed).
- 35.9 The Customer may disclose to any Transferee any confidential information of the Contractor which relates to the performance of the Contractor's obligations under the Call-Off Contract. In such circumstances the Customer shall authorise the Transferee to use such confidential information only for purposes relating to the performance of the Contractor's obligations under the Call-Off Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such confidential information on terms equivalent to those set out in Clause 27.

35.10 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Call-Off Contract.

35.11 If the rights and obligations of the Customer under the Call-Off Contract are assigned, novated or otherwise disposed of pursuant to Clause 35.6 to an economic entity providing the same or substantially similar services as the Contractor, the Contractor may terminate the Call-Off Contract by giving not less than 1 (one) month's prior written notice to the Customer provided that such notice to terminate is given within 3 (three) months of the earliest of:

35.11.1 the Contractor being notified of the assignment, novation or disposal; or

35.11.2 the Contractor otherwise becoming aware of the assignment, novation or disposal.

36. Waiver

36.1 The failure of either Party to insist upon strict performance of any provision of the Call-Off Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Call-Off Contract.

36.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 6.

36.3 A waiver of any right or remedy arising from a Default of the Call-Off Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent Default of the Call-Off Contract.

37. Variation

37.1 Subject to the provisions of this Clause 37, the Customer may request a variation to the Order provided that such variation does not amount to a material change to the Order (a "Variation").

37.2 The Customer may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges is required in order to implement the Variation. The Customer shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limit shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

37.3 In the event that the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the Customer may:

37.3.1 allow the Contractor to continue to fulfil its obligations under the Call-Off Contract without the Variation; or

37.3.2 terminate the Call-Off Contract with immediate effect by giving notice in writing to the Contractor, except where the Contractor has already performed all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Call-Off Contract; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the dispute resolution procedure detailed in Clause 55.

37.4 No variation of the Call-Off Contract shall be valid unless effected in accordance with Clause 37.2 or otherwise expressly agreed in writing by an authorised representative of the Customer and by an authorised representative of the Contractor.

38. Severability

38.1 If any provision of the Call-Off 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 the Call-Off Contract shall continue in full force and effect as if the Call-Off Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

38.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Call-Off Contract, the Customer and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

39. Remedies in the event of inadequate performance

39.1 If the Contractor fails to perform any of the Services in accordance with the provisions of the Call-Off Contract and such failure is capable of remedy, then the Customer shall be entitled to instruct the Contractor to remedy the failure, in which event the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 (ten) Working Days or such other reasonable period of time as the Customer may direct.

39.2 Where the Contractor fails to perform the Services in accordance with the Call-Off Contract and the failure is not remedied to the satisfaction of the Customer within 10 (ten) Working Days (or such other reasonable period specified by the Customer) following a written notice to the Contractor requesting the failure to be remedied, or where the Contractor persistently fails to perform the Services in accordance with the Call-Off Contract, it will be considered a material Default of the Call-Off Contract.

39.3 In the event that the Customer is of the reasonable opinion that there has been a material Default of the Call-Off Contract by the Contractor, then the Customer may, without prejudice to its rights under Clause 46 or Clause 47, do any of the following:

39.3.1 without terminating the Call-Off Contract, itself perform (or procure a third party to perform) replacement services for all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Customer that the Contractor will once more be able to perform all or such part of the Services in accordance with the Call-Off Contract and for the avoidance of doubt, in such circumstances, the Customer shall have no liability to pay the Charges in respect of those Services where the Customer has performed (or procured a third party to perform) replacement services;

39.3.2 without terminating the whole of the Call-Off Contract, terminate the Call-Off Contract immediately by giving notice in writing to the Contractor in respect of part of the Services only (whereupon a corresponding reduction in the Charges shall be made) and thereafter itself perform (or procure a third party to perform) Replacement Services for such part of the Services; and/or

39.3.3 terminate, in accordance with Clause 47.1, the whole of the Call-Off Contract.

39.4 Without prejudice to its right under Clause 17, the Customer may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the performance of any replacement services by the Customer or a third party (including pursuant to Clause 39.3) to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services replaced and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement services.

40. Remedies Cumulative

40.1 Except as otherwise expressly provided by the Call-Off Contract, all rights and remedies available to either Party under the Call-Off Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

41. Entire Agreement

41.1 The Call-Off Contract and the DPS Agreement constitute the entire agreement between the Parties in respect of the matters dealt with therein. The Contractor acknowledges and agrees that it has not been induced to enter into the Call-Off Contract in reliance upon, and in connection with the Call-Off Contract does not have any remedy and waives all rights in respect of, any warranty, representation,

statement, agreement or undertaking of any nature whatsoever other than as expressly set out in the Call-Off Contract, except that this Clause 41.1 shall not exclude liability in respect of any fraudulent misrepresentation.

41.2 In the event of, and only to the extent of, any conflict or inconsistency between the Call-Off Terms, the provisions of the Schedules of the DPS Agreement, any document referred to in the Call-Off Contract and the DPS Agreement, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:

41.2.1 the Clauses of the DPS Agreement;

41.2.2 the Schedules of the DPS Agreement (excluding Schedule 2 (Order Form) and Schedule 3 (CallOff Terms) of the DPS Agreement);

41.2.3 the Call-Off Terms;

41.2.4 the completed Order Form; and

41.2.5 any other document referred to in or attached to the Call-Off Contract.

42. Counterparts

42.1 The Call-Off 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.

LIABILITIES

43. Liability, Indemnity and Insurance

43.1 Neither Party excludes or limits its liability to the other Party for or in respect of:

43.1.1 death or personal injury caused by its negligence or that of its employees, agents or subcontractors; or

43.1.2 fraud or fraudulent misrepresentation by it or its employees; or

43.1.3 any liability arising under any indemnity provision in the Call-Off Contract, save for the indemnity set out at Clause 43.2; or

43.1.4 any other matter which, by Law, may not be excluded or limited.

43.2 Subject to Clause 43.3, the Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the performance, delayed performance or failure to perform the Services and/or the performance, delayed performance or non-performance by the Contractor of its other obligations under the Call-Off Contract and/or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other

loss which is caused directly or indirectly by any act or omission of the Contractor or any of the Staff save to the extent caused by the Customer's act or omission in breach of the Call-Off Contract.

43.3 Subject always to Clause 43.1, the liability of either Party for Defaults shall be subject to the following limits:

43.3.1 the liability of either Party for any single Default resulting in loss of or damage to the property of the other Party shall not exceed £10,000,000 (ten million pounds);

43.3.2 the aggregate liability under the Call-Off Contract of either Party for any and all Defaults (other than a Default covered by Clause 43.3.1) shall not exceed an amount equal to 150% (one hundred and fifty per cent) of the total Charges (being the aggregate of all amounts already paid to the Contractor and all amounts payable over the balance of the Contract Period.

43.4 Without prejudice to its liability to indemnify the Customer under the Call-Off Contract, the Contractor shall take out and maintain, or procure the taking out and maintenance of, a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Call-Off Contract including death or personal injury, loss of or damage to property or any other loss (including any insurance specified in the Order Form) together with any other insurances as may be required by Law (the "Required Insurances").

43.5 The Contractor shall ensure that the Required Insurances are taken out with insurers of good financial standing and of good repute in the United Kingdom insurance market and that the relevant policies are effective in each case not later than the date on which the relevant risk commences.

43.6 The Contractor shall not (and shall use all reasonable endeavours to procure that none of the SubContractors of any tier shall) take any action or fail to take any reasonable action, or (insofar as it 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 policy in which the Contractor is an insured, a coinsured or additional insured person.

43.7 The Contractor shall in respect of the Required Insurances:

43.7.1 provide for 5 (five) Working Days prior written notice of their cancellation or nonrenewal to be given to the Customer. Failure to do so will be deemed to be a material Default of the Call-Off Contract;

43.7.2 insofar as they relate to damage to assets, cover the same for the full reinstatement or replacement value; and

43.7.3 in respect of third party public and products liability insurance, procure that this shall contain an indemnity to principals clause under which the

Customer shall be indemnified in respect of claims made against the Customer arising from death or bodily injury or third party property damage and for which the insured is legally liable in the provision of the Services and/or in connection with the Call-Off Contract.

43.8 The Contractor shall provide on request by the Customer:

43.8.1 evidence of the Required Insurances in a form satisfactory to the Customer;

43.8.2 evidence in a form satisfactory to the Customer, that the premiums payable under the Required Insurances have been paid and that those insurances are in full force and effect and meet the insurance requirements of the Contractor in respect thereof,

provided that neither inspection, nor receipt of such evidence shall constitute acceptance by the Customer of the terms thereof, nor be a waiver of the Contractor's liability under the Call-Off Contract.

43.9 The Contractor shall obtain renewal certificates or cover notes, in a form satisfactory to the Customer, in relation to any of the Required Insurances as and when requested and shall forward certified copies to the Customer as soon as possible but in any event no later than 10 (ten) Working Days following the request.

43.10 If the Contractor is in Default of Clause 43.5 in respect of any Required Insurance, the Customer may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Contractor on written demand, together with all expenses incurred in procuring such insurance.

43.11 The Contractor shall promptly notify to insurers any matter arising from or in relation to the CallOff Contract for which it may be entitled to claim under any of the Required Insurances and diligently pursue any valid insurance claim.

43.12 The Contractor shall comply with all conditions and requirements attaching to its insurance cover in respect of the performance of the Services and in the event that the Customer receives a claim relating to the Services or the Call-Off Contract, the Contractor shall cooperate with the Customer or its insurers and assist it in dealing with such claims including providing information and documentation in a timely manner.

43.13 The Contractor shall:

43.13.1 (except where the Customer is the claimant party) give the Customer notification within 10 (ten) Working Days after any claim in excess of £50,000 (fifty thousand pounds) relating to the provision of the Services or the Call-Off Contract on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Customer) provide full details of the incident giving rise to the claim;

- 43.13.2 promptly and diligently deal with all claims received relating to the Required Insurances and in accordance with the relevant insurers' requirements;
- 43.13.3 (except where the Customer is the claimant party) in relation to all claims relating to the Required Insurances, give the Customer details of the value and nature of all such claims relating to the provision of the Services or the Call-Off Contract as may from time to time be required by the Customer.
- 43.14 Neither failure to comply nor full compliance with the insurance provisions of the Call-Off Contract shall limit or relieve the Contractor of its liabilities and obligations under the Call-Off Contract.
- 43.15 Where any policy relating to the Required Insurances requires payment of a premium then, subject to Clause 43.10, the Contractor shall be liable for such premium.
- 43.16 Where any policy relating to any of the Required Insurances is subject to an excess or deductible below which the indemnity from insurers is excluded the Contractor shall be liable for such excess or deductible and shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any losses or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Customer any sum paid by way of excess or deductible under the Required Insurances whether under the terms of the Call-Off Contract or otherwise.
- 43.17 If at any time during the performance of its obligations under the Call-Off Contract, any of the Staff are required to travel, the Contractor shall be responsible for ensuring that it has and maintains at no cost to the Customer adequate personal accident, medical and personal effects travel insurance for such purposes. For the avoidance of doubt, the Customer shall not, in any circumstances, be responsible for arranging or maintaining such insurance or for ensuring that the Contractor arranges or maintains such insurance.

44. Warranties and Representations

44.1 The Contractor warrants and represents that:

44.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to:

44.1.1.1 enter into and perform its obligations under the Call-Off Contract;

44.1.1.2 grant all the rights it purports to grant in accordance with the terms of the Call-Off Contract; and

44.1.1.3 perform the Services in accordance with the Call-Off Contract;

44.1.2 the Call-Off Contract is executed by a duly authorised representative of the Contractor;

- 44.1.3 in entering the Call-Off Contract it has not committed any fraud;
- 44.1.4 it has not committed any offence under the Bribery Act 2010 or any other applicable Law creating offences in respect of bribery, corruption or fraudulent acts;
- 44.1.5 as at the Commencement Date, all information contained in the Tender and Further Competition Response remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Customer prior to the Effective Date;
- 44.1.6 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 its assets which will or might have a material adverse effect on its ability to perform its obligations under the Call-Off Contract;
- 44.1.7 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Call-Off Contract;
- 44.1.8 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor 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 Contractor's assets or revenue;
- 44.1.9 it has adequate resources to meet its obligations under the Call-Off Contract in a timely and reliable manner; 44.1.10 the Staff shall:
- 44.1.10.1 have the relevant qualifications, experience and training for their role and will be competent to carry out the duties expected of persons acting in their or a similar capacity;
 - 44.1.10.2 be vetted and verified in accordance with the reasonable requirements of the Customer and Good Industry Practice;
 - 44.1.10.3 be entitled to work in the United Kingdom or (where applicable) any other country from which (or in which) the Services are to be performed;
 - 44.1.10.4 perform the Services in compliance with all applicable Law;
- 44.1.11 it owns or has obtained valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Call-Off Contract; 44.1.12 in the 3 (three) years prior to the date of the Call-Off Contract:
- 44.1.12.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the

generally accepted accounting principles that apply to it in any country where it files accounts;

44.1.12.2 it has been in full compliance with all applicable securities and tax Law in the jurisdiction in which it is established; and

44.1.12.3 it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Call-Off Contract.

44.2 For the avoidance of doubt, the fact that any provision within these Call-Off Terms is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of Default of that provision by the Contractor.

44.3 The Contractor acknowledges and agrees that:

44.3.1 the warranties, representations and undertakings contained in the Call-Off Contract are material and are designed to induce the Customer into entering into the Call-Off Contract; and

44.3.2 the Customer has been induced into entering into the Call-Off Contract and in doing so has relied upon the warranties, representations and undertakings contained in the Call-Off Contract.

45. Customer's obligations and acknowledgments

45.1 Save as otherwise expressly provided, the obligations of the Customer under the Call-Off Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Call-Off Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its or their duties and powers in any other capacity lead to any liability under the Call-Off Contract (howsoever arising) on the part of the Customer to the Contractor.

45.2 The Contractor acknowledges and agrees that it has entered into the Call-Off Contract on the understanding that no guarantee, undertaking nor any form of statement, promise, representation or obligation has been (or shall be deemed to have been) given by the Customer in respect of the quantities, levels or values of the Services to be ordered by the Customer (other than as set out in

the Order Form) and that any quantities, levels or values referred to in the Schedules and/or the ITT are indicative only and shall not be binding on the Customer.

DEFAULT, DISRUPTION AND TERMINATION

46. Termination on insolvency and change of control

46.1 The Customer may terminate the Call-Off Contract with immediate effect by giving notice in writing where the Contractor is a body corporate (whether a limited company, a limited liability partnership or otherwise) and in respect of the Contractor:

- 46.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 46.1.2 a shareholders' or members' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed or any other step is taken with a view to it being determined that it be wound-up (other than as part of, and exclusively for the purpose of, a bona fide solvent reconstruction or amalgamation); or
 - 46.1.3 a petition is presented for its winding up (which is not dismissed within 10 (ten) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to the Insolvency Act 1986; or
 - 46.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 46.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 46.1.6 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 46.1.7 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 46.1.8 it is for any reason dissolved or struck-off the register of companies; or
 - 46.1.9 any event similar to those listed in Clauses 46.1.1 to 46.1.8 occurs under the law of any jurisdiction in which it is established.
- 46.2 The Customer may terminate the Call-Off Contract with immediate effect by giving notice in writing where the Contractor is an individual and:
- 46.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
 - 46.2.2 a petition is presented and not dismissed within 10 (ten) Working Days or an order is made for the Contractor's bankruptcy; or
 - 46.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

- 46.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - 46.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 10 (ten) Working Days; or
 - 46.2.6 he dies or is unable to make decisions for himself within the meaning of section 3 of the Mental Capacity Act 2005; or
 - 46.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- 46.3 The Customer may terminate the Call-Off Contract with immediate effect by giving notice in writing where the Contractor is a partnership and in respect of the Contractor:
- 46.3.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme, arrangement with, or assignment for the benefit of, its creditors;
 - 46.3.2 it is for any reason dissolved;
 - 46.3.3 a petition is presented for its winding-up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;
 - 46.3.4 a receiver, or similar officer, is appointed over the whole or any part of its assets;
 - 46.3.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986;
 - 46.3.6 any of the following occurs in relation to any of its partners:
 - 46.3.6.1 an application for an interim order is made pursuant to section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition, scheme or arrangement with, or assignment for the benefit of, his creditors; or
 - 46.3.6.2 a petition is presented for his bankruptcy; or
 - 46.3.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets.

46.4 The Contractor shall notify the Customer immediately if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 (“change of control”). The Customer may terminate the Call-Off Contract with immediate effect by giving notice in writing within 6 (six) months of:

46.4.1 being notified that a change of control has occurred; or

46.4.2 where no notification has been made, the date that the Customer becomes aware of the change of control,

but shall not be permitted to terminate where an Approval to the change of control was granted prior to that change occurring.

47. Termination on Default

47.1 The Customer may terminate the Call-Off Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a Default and if:

47.1.1 the Contractor has not remedied the Default to the reasonable satisfaction of the Customer within 10 (ten) Working Days (or such other reasonable period specified by the Customer) after issue of a written notice specifying the Default and requesting it to be remedied; or

47.1.2 the Default is not, in the reasonable opinion of the Customer, capable of remedy; or

47.1.3 the Default, in the reasonable opinion of the Customer, is a material Default of the Call-Off Contract; or

47.1.4 the Default relates to a persistent or repeated breach of the Call-Off Contract in such a manner as to reasonably justify the opinion that the Contractor’s conduct is inconsistent with it having the intention or ability to perform its obligations in accordance with the terms of the Call-Off Contract; or

47.1.5 the Default relates to a failure to meet and/or rectify performance in respect of any particular delivery timescales, the Service Levels or any key performance indicators and the failure in question is of a severity that permits the Customer by reference to the Order Form to terminate the Call-Off Contract.

47.2 If the Customer fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within 45 (forty five) Working Days of the date of such written notice, the Contractor may terminate the Call-Off Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights in accordance with Clause 17.1.

48. Break

48.1 The Customer shall have the right to terminate the Call-Off Contract at any time for any reason by giving to the Contractor not less than 3 (three) months' prior written notice.

48.2 The Customer shall have the right to terminate the Call-Off Contract at any time with immediate effect on giving notice to the Contractor if there is a risk, or the Customer reasonably considers that there is a risk, of the Customer's reputation being damaged if the Call-Off Contract was to continue in force.

48.3 The Customer may terminate the Call-Off Contract at any time immediately by giving written notice to the Contractor where:

48.3.1 the Contractor was, at the time of the date of the Call-Off Contract, in one of the situations referred to in Regulation 57(1) of the PCR, including as a result of the application of Regulation 57(2);

48.3.2 the Contractor was, at the time of the date of the Call-Off Contract, in one of the situations referred to in Regulation 57(3) or 57(4) of the PCR which has not ceased to apply as a result of the application of Regulation 57(5);

48.3.3 the Customer is notified (or has reasonable grounds to believe) that a claim or application has been or shall be made by a third party to a court of competent jurisdiction in UK or EU:

48.3.3.1 that the Call-Off Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under Directive 2014/24/EU of the European Parliament or the PCR;

48.3.3.2 that the Call-Off Contract has been subject to a substantial modification which should have required a new procurement procedure in accordance with Regulation 72(9) of the PCR; or

48.3.3.3 requesting Judicial Review of the decision to award the Call-Off Contract to the Contractor.

49. Consequences of Expiry or Termination

49.1 Where the Customer terminates the Call-Off Contract in accordance with Clauses 8.3, 19.4, 20.3, 24.1, 30.2, 32.15, 39.3, 46, 47 or 50 and then makes other arrangements for the provision of Replacement Services, the Customer may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

49.2 Where the Call-Off Contract is terminated in accordance with any of the Clauses referred to in Clause 49.1, no further payments shall be payable by the Customer

to the Contractor (for Services performed by the Contractor prior to termination and in accordance with the Call-Off Contract but where the payment has yet to be made by the Customer), until the Customer has established the final cost of making the other arrangements envisaged under that Clause.

49.3 On the termination of the Call-Off Contract for any reason or on expiry of the Contract Period, the Contractor shall:

49.3.1 immediately return to the Customer (in the format reasonably specified by the Customer) the Customer Material, any deliverables and all other material, information and documentation belonging to the Customer in its possession or in the possession or under the control of any Staff or Sub-Contractors, which were obtained or produced in the course of performing the Services;

49.3.2 refund to the Customer any amount which it may have paid in advance in respect of the Services not provided by the Contractor as a consequence of termination;

49.3.3 promptly vacate the Premises leaving them clean and tidy;

49.3.4 assist and cooperate with the Customer to ensure an orderly transition (to the Replacement Supplier) of the provision of Replacement Services and/or the completion of any work in progress; and

49.3.5 promptly provide all information (in the format reasonably specified by the Customer) concerning the performance of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Supplier to conduct due diligence.

49.4 If the Contractor fails to comply with Clause 49.3.1, the Customer may recover possession thereof and the Contractor grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or SubContractors where any such items may be held. The Customer shall use reasonable endeavours to ensure that the exercise of its rights of access in accordance with this Clause 49.4 does not unreasonably disrupt the Contractor's lawful business operations.

49.5 Where the Call-Off Contract is terminated by the Customer in accordance with any of the Clauses referred to in Clause 49.1 or in accordance with Clause 52.3, the Contractor shall provide all assistance and information referred to in Clauses 49.3.4 and 49.3.5 free of charge. Otherwise, the Customer shall pay the Contractor's reasonable costs of providing the assistance and information provided that the Contractor shall take all reasonable steps to mitigate such costs.

49.6 Save as otherwise expressly provided in the Call-Off Contract termination or expiry of the Call-Off Contract shall be without prejudice to any rights, remedies or obligations accrued under the CallOff Contract prior to termination or expiration

and nothing in the Call-Off Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

49.7 At the end of the Contract Period (howsoever arising) at the request of the Customer, the Contractor shall promptly arrange and participate in a post contract review with the Customer to consider all aspects of the provision of the Services.

49.8 Termination of the Call-Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Contractor under Clauses 17, 19, 20, 21, 22, 24, 29, 29.1, 31, 32, 34, 36, 39, 40, 41, 43, 52, 54, 55, 56 and this Clause 49.

50. Disruption

50.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Call-Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

50.2 The Contractor shall immediately inform the Customer of any actual or potential industrial action, whether such action be by a member of Staff or any other person, which affects or might affect the Contractor's ability at any time to perform its obligations under the Call-Off Contract.

50.3 In the event of industrial action by the Staff which affects or might affect its ability to perform its obligations under the Call-Off Contract, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Call-Off Contract.

50.4 If the Contractor's proposals referred to in Clause 50.3 are considered insufficient or unacceptable by the Customer acting reasonably, then the Call-Off Contract may be terminated with immediate effect by the Customer giving notice in writing to the Contractor.

51. Business continuity

51.1 No later than three months prior to the Commencement Date and at no additional charge the Contractor shall develop a Business Continuity Plan that shall provide for the continuation of the performance of the Services with minimal interruption in the event of a Business Continuity Event affecting the Customer, the Contractor or both. The Contractor shall update the Business Continuity Plan at least once in every 12 months during the Contract Period. The form and content of the Business Continuity Plan shall be subject to the Customer's written approval.

51.2 On the occurrence of a Business Continuity Event, the Contractor shall perform its obligations under this Clause 51 (including its obligations in accordance with Schedule 4 and the then current Business Continuity Plan) at no extra charge to the Customer.

52. Force Majeure

52.1 Subject to compliance with Clause 52.2, neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the

Call-Off Contract (other than a payment of money for services already received/performed) to the extent that such delay or failure is a result of Force Majeure.

52.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Clause 52.1 it shall:

52.2.1 immediately notify the other Party by the most expeditious method then available;

52.2.2 inform the other Party of the period for which it is estimated that such failure or delay shall continue;

52.2.3 use its best endeavours, acting in accordance with Good Industry Practice, to resume performance of its obligations as quickly as possible and minimise the duration and impact of such failure or delay.

52.3 The Customer shall be entitled to terminate the Call-Off Contract by written notice to the Contractor with immediate effect if:

52.3.1 the performance by the Contractor of some or all of its obligations under the Call-Off Contract is prevented or delayed by Force Majeure for a period of more than 15 (fifteen) Working Days cumulatively or consecutively;
or

52.3.2 the Customer reasonably anticipates that the performance by the Contractor of some or all of its obligations under the Call-Off Contract is likely to be prevented or delayed by Force Majeure for a period of more than 15 (fifteen) Working Days cumulatively or consecutively.

52.4 For the avoidance of doubt, the Customer shall not be required to pay the Contractor in respect of any period during which (and to the extent that) the Contractor is prevented or delayed in performing

its obligations due to Force Majeure. In these circumstances, the Charges shall be adjusted and any necessary refund or credit effected in accordance with the Customer's reasonable instructions.

53. Ineffectiveness

53.1 If at any time a "declaration of ineffectiveness" is made by a court in respect of the Call-Off Contract pursuant to Regulation 98(2)(a) or Regulation 103(3) of the PCR then:

53.1.1 the provisions of Clause 49 and any other provisions in the Call-Off Contract which are intended to apply on or after the date on which the Call-Off Contract is terminated for any reason shall apply as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Call-Off Contract is to come to an end) the Call-Off Contract had been terminated lawfully in accordance with Clause 48.1;

53.1.2 if and only if it is expressly stated in another provision of the Call-Off Contract that the Customer will indemnify the Contractor where the Customer terminates the Call-Off Contract in accordance with Clause 48 during any initial contract period identified in the Order Form, the Customer shall indemnify the Contractor subject to and in accordance with the terms of that provision as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Call-Off Contract is to come to an end) the Call-Off Contract had been terminated in accordance with Clause 48.1;

53.1.3 subject to Clause 53.1.2, the Customer shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Call-Off Contract during the Contract Period.

53.2 If any at any time an order is made by a court, pursuant to Regulation 102(3)(a) of the PCR, that the duration of the Call-Off Contract be shortened, then:

53.2.1 for the avoidance of doubt, the provisions of Clause 49 and any other provisions in the

Call-Off Contract which are intended to apply on or after the date on which the Call-Off Contract is terminated for any reason shall apply as if on the date on which the Call-Off Contract expires in accordance with the relevant court order the Call-Off Contract had been terminated lawfully in accordance with Clause 48.1;

53.2.2 if the relevant court order provides for the Call-Off Contract to expire prior to the end of any initial contract period identified in the Order Form, then if and only if it is expressly stated in another provision of the Call-Off Contract that the Customer will indemnify the Contractor where the Customer terminates the Call-Off Contract in accordance with Clause 48 during such initial contract period, the Customer shall indemnify the Contractor subject to and in accordance with the terms of that provision as if on the date on which the Call-Off Contract expires in accordance with the relevant court order the Call-Off Contract had been terminated in accordance with Clause 48.1;

53.2.3 subject to Clause 53.2.2, the Customer shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the duration of the Call-Off Contract

being shortened in accordance with the relevant court order, including any loss of revenue or profit that the Contractor might otherwise have generated under the Call-Off Contract during the Contract Period.

DISPUTES AND LAW

54. Governing Law and Jurisdiction

54.1 Subject to the provisions of Clause 55, the Customer and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Call-Off Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed by, and construed according to, English Law.

55. Dispute Resolution

55.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Call-Off Contract within 20 (twenty) Working Days of either Party notifying the other Party of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

55.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

55.3 If the dispute cannot be resolved by the Parties pursuant to clause 55.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 55.5 unless:

55.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or

55.3.2 the Contractor does not agree to mediation.

55.4 The obligations of the Parties under the Call-Off Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Call-Off Contract at all times.

55.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

55.5.1 A neutral adviser or mediator (the **"Mediator"**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 (ten) 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 10 (ten) Working Days from the date of the proposal to appoint a Mediator or within 10 (ten) 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.

- 55.5.2 The Parties shall within 10 (ten) Working Days of the appointment of the Mediator meet with him 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 to provide guidance on a suitable procedure.
- 55.5.3 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.
- 55.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 55.5.5 If the Parties fail to reach agreement in the structured negotiations within 60 (sixty) 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 55.6.
- 55.5.6 The costs of the Mediator and all other costs connected with the mediation shall be equally apportioned between the Parties or as may otherwise be directed by the Mediator.
- 55.5.7 Each party will bear its own costs and expenses of its preparation and participation in the mediation.
- 55.6 Subject to clause 55.2, the Parties shall not institute court proceedings until the procedures set out in clauses 55.1 and 55.3 have been completed save that:
- 55.6.1 the Customer may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 55.7;
- 55.6.2 if the Contractor intends to commence court proceedings, it shall serve written notice on the Customer of its intentions and the Customer shall have 15 (fifteen) Working Days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 55.7;
- 55.6.3 the Contractor may request by notice in writing to the Customer that any dispute be referred and resolved by arbitration in accordance with clause 55.7, to which the Customer may consent as it sees fit.
- 55.7 In the event that any arbitration proceedings are commenced pursuant to clause 55.6:

55.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;

55.7.2 the Customer shall give a written notice of arbitration to the Contractor (the “**Arbitration Notice**”) stating:

55.7.2.1 that the dispute is referred to arbitration; and

55.7.2.2 providing details of the issues to be resolved;

55.7.3 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 55.7.2 shall be applied and are deemed to be incorporated by reference to the Call-Off 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;

55.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

55.7.5 if the Parties fail to agree the appointment of the arbitrator within 10 (ten) Working Days of the Arbitration Notice being issued by the Customer in accordance with clause 55.7.2 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

55.7.6 the arbitration proceedings shall take place in London and in the English language; and

55.8 the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

TUPE

56. TUPE Regulations

56.1 Commencement of Services

56.1.1 The Contractor and the Customer hereby acknowledge and agree that the provision of the Services will not give rise to a “relevant transfer” under the TUPE Regulations and that no employees of the Customer are intended to transfer to the Contractor as a result of the commencement of the provision of the Services.

56.1.2 If any contract of employment of any employee of the Customer (“Customer Employee”) is found or alleged to have effect as if originally made between the Customer Employee and the Contractor or any of the Contractor’s Sub-Contractors by virtue of the TUPE Regulations, the Contractor shall (or shall procure that the relevant Sub-Contractor shall):

56.1.2.1 as soon as reasonably practicable notify the Customer of such transfer or alleged transfer;

56.1.2.2 give the Customer two weeks to offer employment to the Customer Employee or take such steps as the Customer may determine to resolve the issue; and

56.1.2.3 where the Customer chooses not to offer such employment within such two week period or the Customer Employee rejects such offer or the Customer otherwise fails to resolve the issue, the Contractor shall procure the termination of the relevant contract of employment as soon as reasonably practicable and in any event within two weeks of the Customer's failure to make such offer or the Customer Employee's rejection of such offer of employment.

56.1.3 Subject to the Contractor's compliance with the provisions of Clause 56.1.2, the Customer shall indemnify the Contractor in full from and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Contractor in relation to such Customer Employee, including all legal expenses and other professional fees (together with any VAT thereon); liabilities arising out of any termination of any Customer Employee's employment under Clause 56.1.2.3; the costs of employing such person between the date of any transfer and the date of such termination and any act or omission of the Customer in relation to its obligations under Regulations 11 or 13 of the TUPE Regulations, or in respect of an award of compensation under Regulation 15 of the TUPE Regulations, except to the extent that the liability arises from the failure of the Contractor (or any Sub-Contractor) to comply with Regulation 13 of the TUPE Regulations.

56.2 Termination or Cessation of Services

56.2.1 The Contractor and the Customer hereby acknowledge and agree that the termination of the provision of the Services pursuant to the Call-Off Contract will not give rise to a "relevant transfer" under the TUPE Regulations, and that no Staff are intended to transfer to the Customer or any Replacement Supplier as a result of the Contractor ceasing to provide the Services.

56.2.2 If any contract of employment of the Contractor or any Staff member is found or alleged to have effect as if originally made between the Contractor or the Staff member and the Customer or a Replacement Supplier by virtue of the TUPE Regulations, the Customer shall (or shall procure that a Replacement Supplier shall):

56.2.2.1 as soon as reasonably practicable notify the Contractor of such transfer or alleged transfer;

56.2.2.2 give the Contractor two weeks to offer employment to the Contractor or Staff member concerned or take such steps as the Contractor may determine to resolve the issue; and

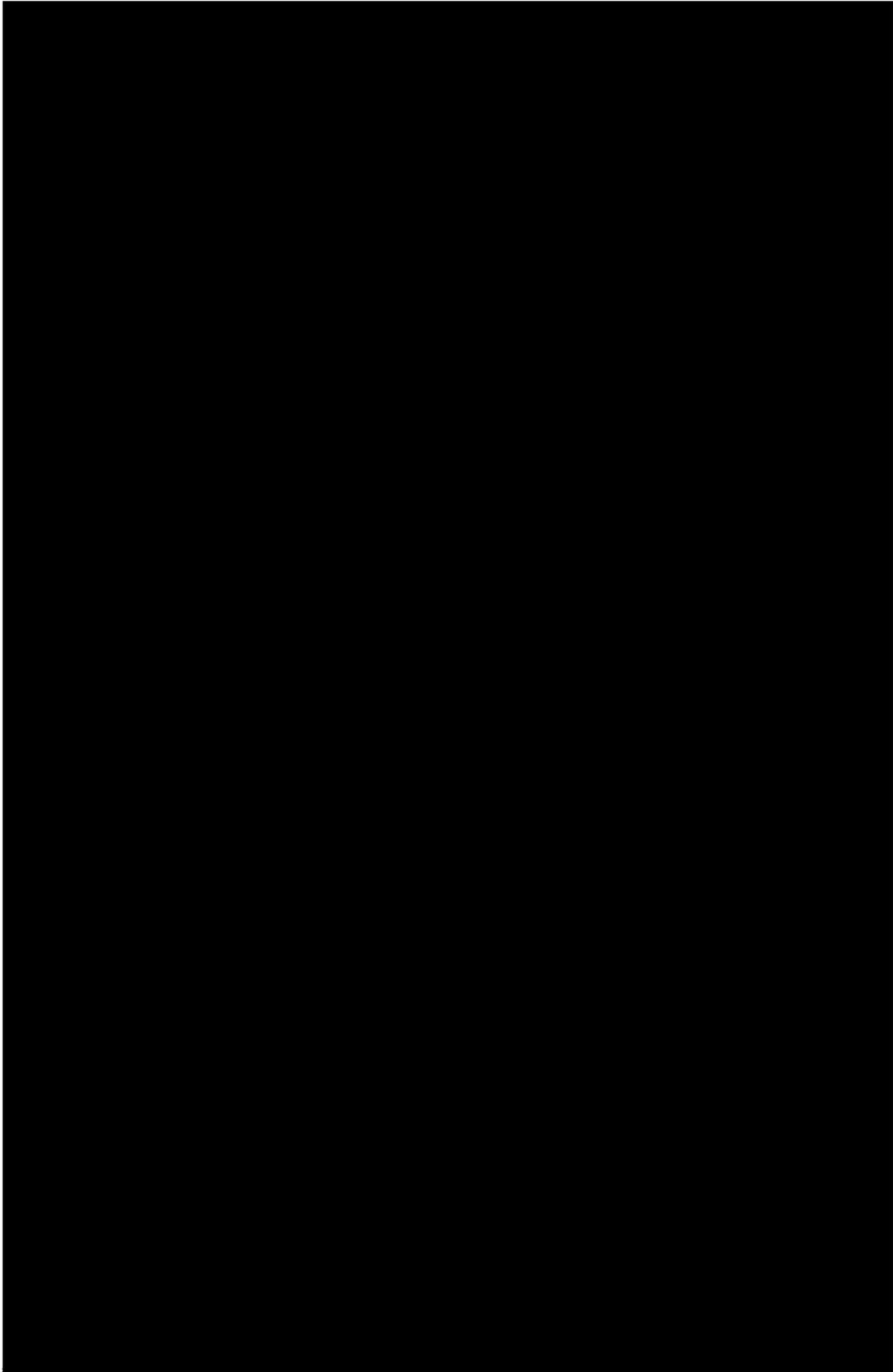
56.2.2.3 where the Contractor chooses not to offer such employment within such two week period or the Contractor or the Staff member rejects such offer or the Contractor otherwise fails to resolve the issue, the Customer shall procure the termination of the relevant contract of employment as soon as reasonably practicable and in any event within two weeks of the Contractor's failure to make such offer or the Contractor or the Staff member's rejection of such offer of employment.

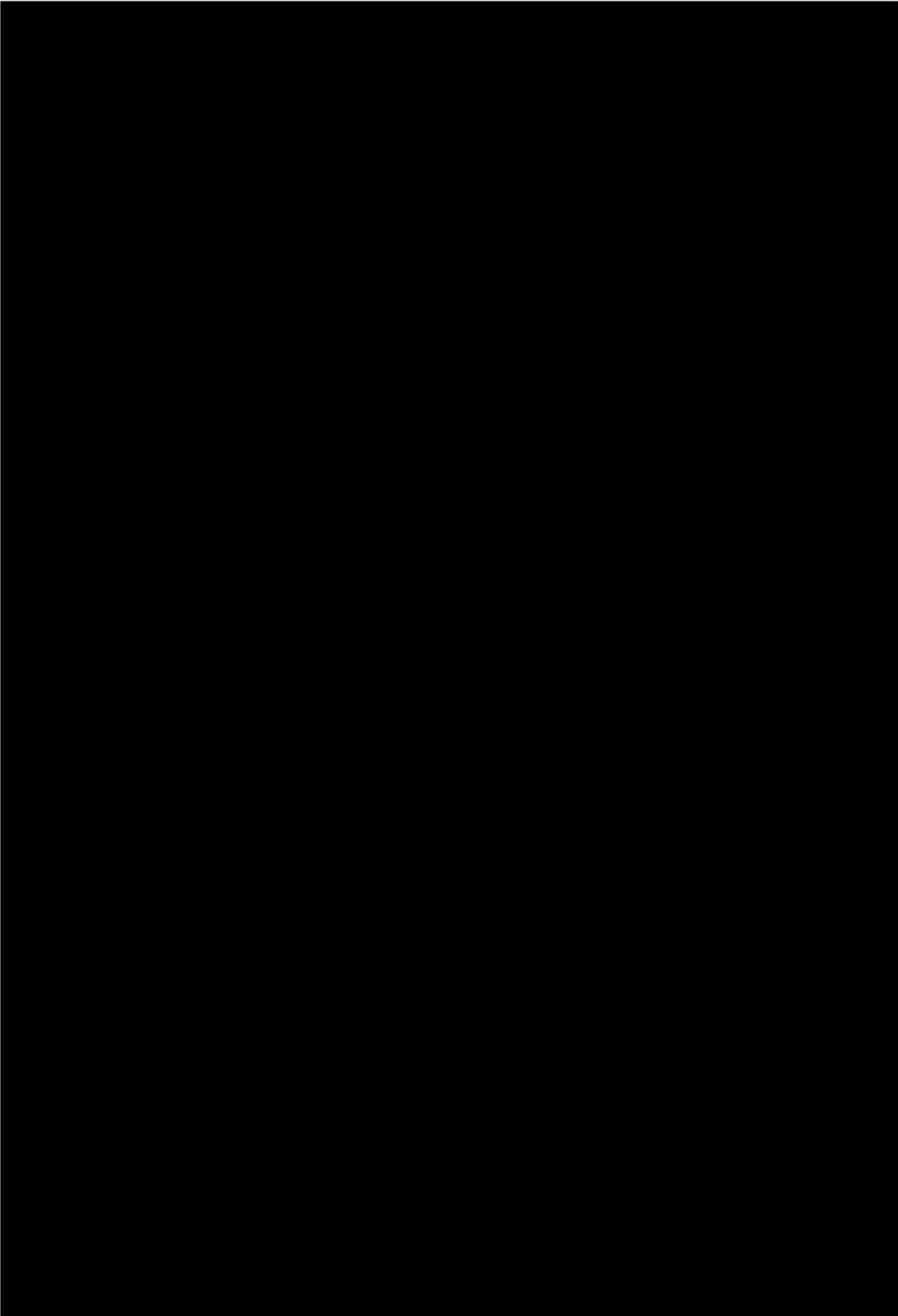
56.2.3 Subject to the Customer's and/or Replacement Supplier's compliance with the provisions of

Clause 56.2.2, the Contractor shall indemnify the Customer and any Replacement Supplier in full from and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Customer or Replacement Supplier in relation to such Contractor or Staff member, including all legal expenses and other professional fees (together with any VAT thereon); liabilities arising in relation to any termination of the Contractor or the Staff member's employment under Clause 56.2.2.3; the costs of employing such Staff member between the date of any transfer and the date of such termination; and any act or omission of the Contractor or any Sub-Contractor in relation to its obligations under Regulations 11 or 13 of the TUPE Regulations, or in respect of an award of compensation under Regulation 15 of the TUPE Regulations, except to the extent that the liability arises from the failure of the Customer or any Replacement Supplier (or any sub-contractor thereof) to comply with Regulation 13 of the TUPE Regulations.

56.3 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the indemnity set out in Clause 56.2.3 to the extent necessary that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Contractor in its own right pursuant to section 1(1) of that Act.







Appendix 1 – Specification & Performance

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1. Service Objectives

- Responsiveness - Services must be delivered within the specified timeframe to meet Force's needs
- Accuracy - Translation must convey the intended meaning without altering or omitting any information.
- Compliance – Ensure compliance with Police Approved Interpreters and Translators Scheme
- Confidentiality and integrity – Personal data sensitive information must be secure and protected.
- Value for Money – High-quality translation service at a fair price that reflects the complexity of the translation task.

2. Service Requirements

The Contractor shall provide a managed service covering:

- Face to face interpreter services
- Telephone Interpreter Services
- BSL interpreter services (face to face and remote)
- Video Interpreting (Spoken and Non-Spoken)
- Written Translation/Transcription and proof-reading services

Face to Face, Telephone, BSL and Video Interpretation Services shall be available 24 hours a day, 365 days a year.

Face to face services will be required across a range of Force sites, a list for each Force is provided in the Data Pack. Force sites may be amended through the life of the Contract and additional sites may be added.

a. Police Approved Interpreters and Translators Scheme (PAIT)

The Police Approved Interpreter and Translator Scheme (PAIT) has been operating across England & Wales since being approved by the National Police Chiefs' Council (NPCC) in October 2020. PAIT clearly defines the qualifications, vetting and experience required to undertake police assignments across the UK

The Contractor must comply with the Police Approved Interpreters and Translators Scheme (PAIT).

The demand for police assignments may exceed the pool of available qualified, vetted and experienced interpreters, therefore the Force Inspector may authorise an interpreter who is not PAIT approved for an individual assignment depending on the circumstances.

b. Booking Process

The Contractor must provide appropriate guidance and training to Force personnel ensuring they are conversant with the booking process and how to use the appropriate booking forms/portal.

The Contractor shall enable an Interpreter/Translator to be booked via a single point of contact which the Force can access 24 hours a day 365 days a year.

The Contractor shall provide the Force with a single point of contact for this service including a unique Freephone number. The Contractor's telephone service shall require a dedicated non-premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

The Contractor must have a procedure for identifying languages in those instances where the Force staff have been unable to do so.

The Contractor shall provide a booking system which allows Force staff to place orders via each of the following methods:

- Telephone
- E-mail
- Secure on-line portal / web-based order form

The Contractor should have secure processes in place which enable the transfer of documentation from the Force to the Contractor 24 hours a day, 365 days a year. For instance, the submission of documentation for translation assignments. Where this process is digitally enabled it should meet the specified Data Security requirements.

Where a web-based booking solution is offered this should employ an appropriate level of encryption (as agreed with the Force and in accordance with HMG standards) to prevent interception of data contained within the booking process.

The Contractor shall provide a Freephone helpdesk facility to provide advice and support on booking, invoicing, performance issues, general enquiries, Interpreter/Translator status and any other day to day enquiries.

The required level of qualifications, skills, competence, experience, registration (where appropriate) and security vetting/clearance may vary from assignment to assignment. The Force shall specify the minimum standards required at the booking stage as part of the delivery of the contract.

The Contractor shall request the following additional information to share with the Interpreter:

- Is this an initial meeting/appointment or follow up?
- Is it regular or a stand-alone meeting/appointment?
- How many attendees, both deaf and hearing?
- Are there any additional needs?
- Are there papers being referred to that can be shared in advance with the interpreter?
- Has the booking client worked with interpreters before?

The Contractor shall identify an appropriately qualified and experienced Interpreter who matches the Force's requirements (including PAIT and vetting requirements) ensuring the Interpreter's availability to attend at the specified location, date and time requested by the Force.

The Contractor must ensure they have the capacity to provide reasonable requests for Interpreters/Translators of specific gender, religion, religious origins, cultural background and who reflect awareness and understanding of the environment and circumstances in which the Language Services are required.

Contractors shall be aware that the Force will have full discretion on whether certain Interpreters/Translators are used on certain assignments or at all as part of the delivery of the Call-Off Contract.

As part of the booking confirmation the Contractor must provide the following:

- The full name of Interpreter/Translator
- A clear up to date photograph, which is of passport quality.
- The current level of Government Security Clearance of the Interpreter/Translator.
- The language(s) in which the Interpreter/Translator has been assessed as competent to work.

In the event that there is a change of Interpreter/Translator the Contractor must notify the Force immediately, providing an explanation and confirming all of the details set out above for the replacement Interpreter/Translator. It is at the discretion of the Force whether to accept any change and if deemed unacceptable the Force may cancel the booking at no cost.

c. Cancellations / Un-Fulfilled Assignments

In the event that an interpreter cannot attend an assignment the Contractor must endeavour to provide a replacement interpreter.

In the event that a Force needs to cancel an appointment they will endeavour to provide as much notice as possible.

In the event that either the Contractor or a Force cancels an assignment the Forces require an agreement that there will be zero charges on either party related to cancellations (to minimise administration) EXCEPT in the event that a Force cancels an assignment within 60 minutes of the appointed start time for which the minimum fee will be charged.

It must be noted that by implementing a zero cancellation charge policy Forces are NOT stating that interpreters are not paid in the event of a cancellation. The matter of payment is for the Contractor to manage.

The Contractor shall make the appropriate relations with other DPS Contractors in order to be able to fulfil assignments with an appropriate PAIT registered interpreter is required.

In the event that the Contractor cannot provide an interpreter for immediate appointments and the Force has to use an alternative source, the Contractor will be liable for any costs charged to the Force for the assignment over and above the charges the Force would have paid the Contractor.

The Contractor shall confirm a named individual has been assigned to a booking as soon as possible but at least within the time frames specified below. If changes are made by the Contractor to the allocated and named resource, the new details must be sent to the client as soon as possible.

For assignments booked less than 24 hours, but more than 4 hours in advance, the Contractor must confirm an allocated and named resource within 4 hours of the booking time. For assignments booked more than 24 hours in advance, the Contractor must confirm an allocated and named resource within 24 hours of the booking commencement time. If the Contractor is unable to confirm an allocated and named resource within the time frames specified above, the client reserves the right to seek a suitable resource from an alternative supplier. In these circumstances the client will recover all associated costs of the alternative booking from the Contractor.

d. Approval Threshold

In order to avoid unexpected costs outside of budgetary availability, there shall be an approval threshold for any assignment expected to cost in excess of £500. In these instances, the Contractor must advise the Force of the potential cost, confirm the exact scope of translation / transcription required, and seek written approval from the Force to proceed based on the estimated cost or agreed upper limit. The Force must be advised and further approval sought before any service exceeds the approved cost.

e. Counter Terrorism Policing

The Contractor shall provide a panel of suitably qualified and vetted linguists capable of, and cleared to, undertake counter-terrorism work.

Access via the Contractor's booking system will be possible, with specific codes identified for counterterrorism cleared linguists which may be used by any of the participating customers.

For counter-terrorism work on this contract, Linguists must be vetted to a higher level than standard Counter Terrorist Check (CTC). As a minimum, vetting must be to the Security Check (SC) level (the level above CTC in the UK Security Vetting hierarchy of clearance: see UK Government guidance for further details). Linguists should be made aware by Contractors that their presence in CTP premises will attract additional security measures.

The Contractor shall provide appropriately qualified resources as laid down by the Police Approved Interpreters and Translators (PAIT) Scheme however there may be possible agreements / exceptions in order to allow for anonymity of Interpreters. If

anonymous Interpreters are not on the National PAIT Register, a referee who can evidence quality of their work within the Criminal Justice System will be required.

In cases where there are concerns raised in respect of behaviour, conduct, welfare or vetting, reserves the right on behalf of the CTP not to utilise that individual interpreter until the issue raised has been resolved satisfactorily.

f. Duty of Care

The Contractor must ensure that the current Health and Safety legislation applies to both the physical and psychological health of Interpreters/Translators and that an organisation's Health and Safety policy is in place to cover this. The Contractor shall have a 'duty of care' to protect psychological as well as physical health and to act in a reasonable manner in the light of what is known about psychological reactions to traumatic events.

The Contractor shall have Standard Operating Procedures in place to prevent Interpreters/Translators being unduly traumatised due to the nature of some assignments and provide appropriate aftercare e.g. access to counselling services.

The Contractor shall have a process which enables Interpreters/Translators to opt in/out of types of assignments which they feel uncomfortable with.

Upon request the Contractor must provide evidence of the policy and processes they have in place to demonstrate how they manage their Duty of Care responsibilities to either the Buyer and/ or the Authority.

3. General Requirements

a. Security and Behaviour Protocols

The Contractor shall take cognisance of the sensitive nature of the activities undertaken at the sites in scope. There is a continuous need for staff and sub-Suppliers, whether permanently based on site or not, to be sensitive to police activities and to act in an appropriately professional and discreet manner at all times.

The Contractor shall ensure all staff are aware of the sensitivity and confidentiality of all aspects of police work. Contractor staff paying any particular attention by either reading paperwork, listening to discussions or passing information to third parties will be removed from site with immediate effect.

The Contractor shall ensure that all employees engaged in the performance of the Contract are at all times courteous and understanding towards staff, visitors and members of the public.

The Contractor shall provide all necessary Personal Protective Equipment (PPE) and ensure that all sites have adequate PPE available for all employees.

The Contractor shall not employ anyone under the age of 16 to undertake any work within the Contract.

A rigorous no smoking rule must be followed by all employees of the Contractor whilst on any site.

The Contractor shall ensure that all staff have gained the necessary vetting and security clearances prior to working on the sites. This includes emergency absence cover.

The Contractor's staff will display passes and identification at all times whilst working within the estate. The Contractor shall pay for any replacement ID cards, swipes or keys should they be lost or mislaid due to staff negligence.

Any Security passes issued to Contractor staff or sub-contractors must be returned to the contract representative if employment is ceased for any reason whatsoever.

The Authority shall under no circumstances, be liable for any costs incurred due to a member of the Contractor's staff being replaced or excluded from any site.

b. Police Vetting Requirements

Vetting is conducted in the police service to help manage risk relating to police assets and systems. No employee (including agents and/or approved sub-contractors) are not permitted unescorted access to Warwickshire Police premises or systems without the appropriate vetting clearance.

The staff working on this contract must be vetted to Non Police Personnel Vetting (NPPV) 3 via the Police National Vetting Service for Contractors. This is a national scheme and so vetting is transferable to any police force customer at no extra cost.

The Authority shall not be liable to reimburse the Contractor for any specific vetting costs incurred, the Contractor shall factor the cost of vetting into their contract overhead.

The Contractor shall be directly responsible for requesting all employee vetting applications (via the online portal) and payment of all fees associated with the vetting scheme. The individual employee will be emailed a link to complete relevant vetting forms which they must do themselves. The Contractor shall take note of the timescales and SLA as advertised on the NCVS website at the time of application.

Information identified about the Contractor's employees (including agents and/or approved subcontractors), and/or their associates, during the vetting process cannot be shared with the Contractor.

Where TUPE applies to staff who already hold valid vetting, this may be transferred between Contractor organisations for a reduced fee. Vetting is not required until post contract award stage.

Please see more detail at Police National Vetting Service website: [Vetting website](#)

Vetting clearances are reviewed periodically but can be reviewed at an earlier stage if information comes to light and/or there is a material change in an individual's personal circumstances. Such changes include, but are not limited to, spouse/partner, address(es) and/or criminal convictions. Failure to comply may result in vetting clearance being withdrawn.

c. Information Assurance & Data Protection

All information shared in relation to the Contract shall be processed in accordance with the provisions of the UK GDPR, Data Protection Act 2018 and all other applicable laws, regulations and guidance relating to processing of personal data and privacy.

All Contractor systems must comply with relevant legislation and the Authority's policy regarding data retention. All information shall be transmitted via secure means as approved by the Authority.

Where the contract involves processing of police information up to and including OFFICIAL-SENSITIVE the Contractor shall be expected to hold ISO27001 and Cyber Essentials.

Externally hosted systems via a cloud service must comply with the National Cyber Security Centre Cloud Security Principles.

Under no circumstances will the Contractor be permitted to retain and store personal data or police related information at premises not owned or approved by the Authority.

Where Contractor facilities are used to process either police information up to and including OFFICIAL-SENSITIVE or personal data, the Force reserve the right to conduct an assessment of premises under the Police Secure Facilities (PASF) or equivalent process.

Final contract award will be subject to satisfactory completion of relevant data protection and information assurance (IA) assessment and declarations.

Where the contract involves access to police data and/or systems a Security Aspects Letter (SAL) shall form part of the final contractual agreement. If applicable a copy of the SAL shall be provided with the procurement documents.

Where the contract involves processing of personal data, a Data Processing Impact Assessment (DPIA) Screening will be conducted, and a Data Impact Assessment (DPIA) will be undertaken as required. Subject to an assessment by the Force's IA team, a contract specific Data Processing Agreement (DPA) may be implemented in accordance with Article 28 of the UK GDPR.

Each Force will require individual Data Processing Agreements as part of each call off contract.

d. Contract Mobilisation

The Contractor shall appoint a mobilisation team with appropriate project management skills and experience to oversee the entire contract implementation.

The Contractor shall within 10 working days of final award provide a detailed plan of mobilisation activities, this shall include but may not be limited to service set up, process design, systems implementation, communications and marketing, and training.

The Contractor shall provide regular updates on all mobilisation activities including attendance at meetings.

The Contractor shall work cooperatively with all relevant stakeholders to ensure appropriate set up, testing and roll out of any agreed systems or applications.

Where necessary the Contractor shall work cooperatively with the incumbent Contractor to ensure a smooth transition of services.

e. Contract Transition and Exit

The Contractor shall work cooperatively with the Authority and any replacement Contractor as needed to ensure a smooth transition of services. This shall include but may not be limited to (amend as needed):

- Provision of an exit plan (to be provided a minimum of 6 months prior to the contract end date)
- Attendance at transition meetings
- Provision of contract data and management information
- Secure transfer of contract data
- Handover of contract documentation, processes and procedures.
- Support beyond the contract end date in terms of unresolved issues and historic contract queries.

A full electronic copy of all contract related data shall be securely provided to the Authority within 30 days of the contract end date. The means of data transfer shall be agreed between the parties and shall comply with the terms of the Security Aspects Letter as applicable.

f. Social Value

As part of our commitment to Social Value, the following outcomes shall form part of all our procurement planning and process considerations.

- creating new businesses, new jobs and new skills;
- tackling climate change and reducing waste, and
- improving supplier diversity, innovation and resilience.

One of the tools we use to measure these outcomes through our supply chain is the NETPositive portal <http://police.net-positive.org/>

This is a national initiative adopted by all police forces. The portal is free and helps suppliers review the environmental, economic and social impacts of their business.

Upon contract award, if not already registered, the Contractor shall register and create an action plan using this portal. Creating an action plan should take less than half an hour, suppliers simply provide their details, explore and select the impacts that are most relevant to their business activities and the action plan will be automatically generated. Registration on the portal shall be a condition of contract award for all gold and silver tier contracts.

In addition, the Contractor will be required to deliver the social value offerings as detailed in their tender response and this will feed into agreed Key Performance indicators.

g. Pricing

For all immediate requests for an Interpreter, a minimum 2 hours pay will be guaranteed to Interpreters. Note for BSL this will be a minimum 3 hours. Where an Interpreter has completed an assignment for less than 1 hour then the Forces will pay the minimum applicable charge. This process also applies to pre-planned bookings.

Forces will not be directly responsible for the payment of travel and any other travel expenses incurred. Note this includes BSL provision. The Contractor shall pay this directly to Linguists.

Forces will not be liable to pay for the services of an Interpreter where cancellation takes place by the Force where more than two hours' notice is provided to the Contractor. In such cases the Contractor will be responsible for payment for the minimum 2 hours applicable under any call-offs directly to the Interpreter. N.B. Details have been provided for the 24 months where such cancellations have taken place.

The Contractor shall pay minimum hourly prices will be paid to Interpreters as per the Pricing Schedule. Forces will not be liable for any travel costs other than the agreed hourly contractual rate.

The Contractor shall pay minimum hourly prices will be paid to Interpreters for Face-to-Face requirements for BSL as per the Pricing Schedule. Forces will not be liable for any travel costs other than the agreed hourly contractual rate.

Forces reserve the right to obtain Services from sources of their choice and are not beholden to purchase through this Contract should they choose to exercise this right. In the event of the Contractor not being able to supply an Interpreter for an immediate or planned assignment then Forces may satisfy the request from other sources. Any additional costs over and above pricing agreed under the contract placed with the Contractor will be chargeable by the Forces to the Contractor.

For the avoidance of doubt Linguists will be paid the hours they actually work so for example 3 hours and 15 minutes would be paid at 3 full hours and then one quarter of one hour for the 15 minutes.

Where an assignment moves across the day to night rate then they should be paid as per the following example: An assignment for 4 hours and 15 minutes from 06:00am on a Tuesday would be charged at 2 hours at the night rate and 2 hours and 15 minutes at the day rate.

h. Marketing and Communications

The Contractor shall work in conjunction with the Authority's Corporate Communications department in the co-production of any material to ensure that the Authority's brand is conveyed consistently and professionally in line with the Authority's

branding guidelines. A copy of these guidelines will be provided to the successful Contractor during the implementation phase.

The Contractor shall not make any press or social network announcement or publicise the contract in any way without prior consent from the Force's Corporate Communications department.

i. Contract Management

Forces may use contract tiers to determine the level of contract management measures required based on the complexity and value of the contract.

The Contractor shall provide a Contract Manager with relevant knowledge and oversight of the contract who will attend meetings and be a point of escalation in the event of issues. In the event of a change of personnel, the Force must be advised and details of the replacement Contract Manager provided.

The Contractor shall have in place a clear process for submitting complaints and an appropriate escalation and resolution procedure.

Contract performance meetings shall be required on a minimum quarterly basis so that the Contract may be discussed, reviewed, and amended where required. Frequency to be agreed by each Force lead for the duration of the Contract.

It is expected that most meetings will take place by virtual technology, but that the Contractor may attend one face-to-face annual review meeting which will be held on Force premises.

The Terms of Reference and standing agenda items for Contract Management meetings will be agreed by each Force lead and the Contractor during mobilisation.

Midlands Forces may meet with the Contractor as a group. It is anticipated these collaborative meetings will be discussed during mobilisation or during the individual call-off contract periods.

The Contractor must provide appropriately qualified resources as laid down by the Police Approved Interpreters and Translators (PAIT) Scheme.

The National Contract Manager for Language Services may attend Contract Management meetings and will also undertake Contractor audits at least annually.

j. Contract Performance Standards

The Contractor shall provide appropriate mechanisms for the capture and reporting of performance related data on a monthly basis.

A contract Management Information report shall be provided monthly and include:

- A KPI performance report and dashboard
- Requests by Language
 - Face to face
 - Telephone interpreting
- Booking breakdown

- Immediate Appointments
- Pre-Booked Appointments
- Fulfilled volumes per Force site
- Call handling performance stats
- Translation and transcription requests
- Cancellations and No Shows

All contract management information reports shall be:

- In a readily accessible and editable format
- Exportable into Excel (where accessed via a portal)
- Enable Forces to analyse and identify trends

In addition to evidence-based data relating to the Contract the Contractor shall also be required to share any customer feedback received. This may be general comments, compliments, or complaints and how these were processed in line with the Contractor's escalation procedures.

The Contractor's performance shall be measured against a set of pre-agreed Key Performance Indicators (KPIs). See table below.

k. Service Credits

The Contractor acknowledges and agrees that the Service Credits are a reasonable method of price adjustment to reflect the value of poorly performed Services.

The Contractor is responsible for ensuring full compliance at all times to the Key Performance Indicators (KPI's).

The KPI's will be monitored using the agreed reports and data that will be provided by the Contractor.

Each KPI will be monitored separately, and credits calculated accordingly on the failure to meet each KPI.

Any failures in compliance of the KPI's will trigger a 'Value of Failure' which will be credited by the Contractor in the next invoice and itemised as a service credit.

Each performance points shall have a value: £100

Service credit values shall be capped up to 10% of the monthly invoice value.

The Force reserves the right to review the KPI's and Service Credit regime 6 months after commencement of the Contract and if necessary, during the lifetime of the Contract. If deemed necessary, and in agreement with the Provider, changes may be made following such a review.

Service Area	KPI	Performance Standards	Target	Measure	Service Credit for Failure To Provide Services
Call Centre	1	All Telephone calls to be answered within an average of 60 seconds measured monthly	98%	Contractor MI Customer Feedback	1 point for every % or part thereof below target
	2	All calls to telephone interpreting be put through to <u>an interpreter</u> within an average time of 90 seconds measured monthly	98%	Dip-samples.	1 point for every % or part thereof below target
	3	Telephone Interpreting call drop-outs at the Contractor end of the system to be no more than 2% of total monthly calls	2%		1 point for every % or part thereof out of target
Linguist Response	4	For immediate assignments: Linguists to arrive within 2 hours of the request	95%	Contractor MI Customer Feedback	1 point for every % or part thereof below target
	5	For pre-booked assignments: Linguists to arrive at original requested day and time	95%	Contractor MI Customer Feedback Dip Samples	1 point for every % or part thereof below target

Service Area	KPI	Performance Standards	Target	Measure	Service Credit for Failure To Provide Services
	6	No more than 2% of total monthly F2F/VRI assignments to be filled with Non-PAIT interpreters	2%	PAIT Data - Contractor MI Customer Feedback Dip Samples	1 point for every % or part thereof out of target
	7	No more than 2% of client F2F/VRI bookings to be cancelled by the Contractor	2%	Contractor MI Customer Feedback Dip Samples	1 point for every % or part thereof out of target
Translation & Transcription	8	For Translations/Transcriptions 95% of Translations to be completed within original agreed timescale	95%	MI Data Customer Feedback Dip Samples	1 point for every % or part thereof out of target
	9	Urgent Translations or Transcriptions* to be fulfilled within 2 hours *This relates to urgent 'Crimes in Action' such as kidnaps, suicide intervention etc	100%	Contractor MI Customer Feedback Dip Samples	1 point for every % or part thereof out of target

Service Area	KPI	Performance Standards	Target	Measure	Service Credit for Failure To Provide Services
	10	No more than 2% of client on-site Translation/Transcription bookings to be cancelled by the Contractor	2%	Contractor MI Customer Feedback Dip Samples	1 point for every % or part thereof out of target
Complaints	11	All complaints acknowledged within 2 working days.	100%	Contractor MI Dip Samples	1 point for every % or part thereof below target
	12	All complaints investigated and resolved within 5 working days	100%		1 point for every % or part thereof below target
	13	Where the investigation requires more than 5 working days to resolve, the Contractor must notify the client within the initial 5 working days and set a realistic timescale for completion If KPI 13 is invoked, it replaces KPI 12	100%		1 point for every % or part thereof below target
Invoices & MI	14	Invoices must be submitted monthly to named Officer by 10 th day of the month *Where the 10 th of the month falls on a weekend or bank holiday, the MI	No more than 1 incident in a rolling 12-month period	Date Invoices Received	1 point per day for each day that invoicing is late

Service Area	KPI	Performance Standards	Target	Measure	Service Credit for Failure To Provide Services
		date must be available on the following working day before 10am			
	15	Invoicing data to be accurate in all aspects every month	No more than 1 incident in a rolling 12-month period	Review of Invoices	1 point for each month that invoicing is inaccurate
	16	MI submitted monthly to named Officer by 16 th day of month * *Where the 16 th of the month falls on a weekend or bank holiday, the MI date must be available on the following working day before 10am	No more than 1 incident in a rolling 12-month period	Date MI received	1 point for each month that that MI is late
	17	MI data to be accurate in all aspects every month	No more than 1 incident in a rolling 12-month period	Review of MI	1 point for each month that that MI is inaccurate / incomplete
Social Value	18	To be agreed at Contract Award Stage		Review of MI	

I. Performance Escalation

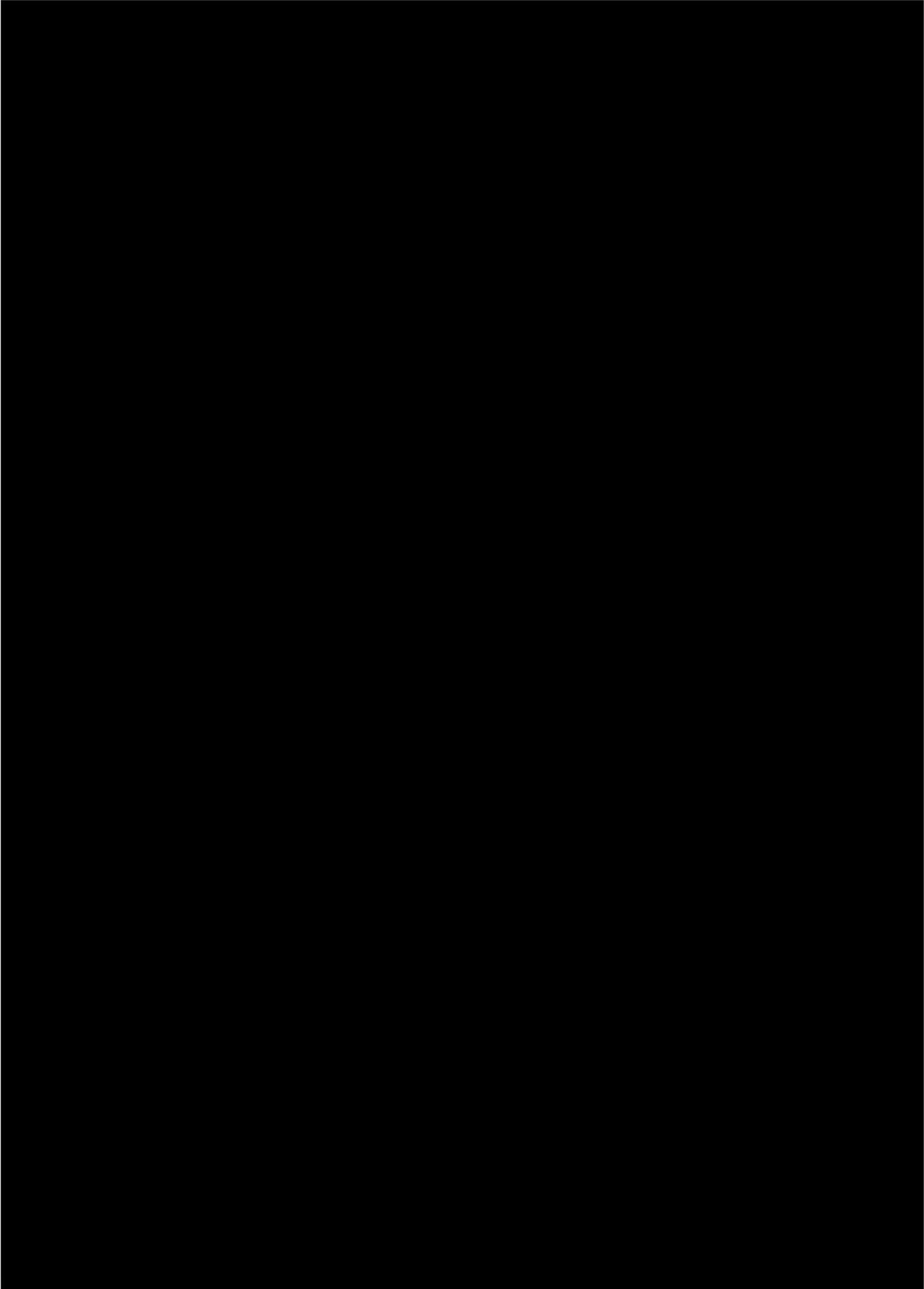
If **the same** KPI failure continues into consecutive months the following procedures shall apply:

2 consecutive months	Verbal update at contract review meeting. Identify root cause, agree corrective actions. Service credits to apply.
3 consecutive months	Written update at contract review meeting. Identify root cause, agree corrective actions. Service credits to apply.
4 consecutive months	Formal written notification. Written corrective action plan. Service credits to apply
5 consecutive months	Further corrective actions agreed in writing. Service credits to apply.
6 consecutive months or 6 times in any rolling 12-month period	Critical Service Level Failure. Further corrective actions agreed in writing, service credits to apply. Option to serve notice of termination.

4 Transfer of Undertakings (Protection of Employment) Regulations 2006

- 4.1 Each Tenderer must have due regard for whether or not the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended (“TUPE”) will apply in relation to their own proposals for the delivery of the Services under the Call Off Contract.
- 4.2 The existing service provider to the Midlands Forces Cintra Language Services Group Ltd. has indicated that they think TUPE will apply.
- 4.3 Tenderers are advised to seek their own independent legal advice on the application, implications and consequences for them of TUPE should they be successful (including the impact on employee terms and conditions and any requirement to provide a comparable pension).
- 4.4 For this purpose, the Forces have obtained from the existing service provider details about the staff delivering the existing language services to the Forces that they believe may be covered by the application of TUPE and these are included in the Data Pack.
- 4.5 The Forces are not in a position to warrant the accuracy of the information provided by the existing service provider. You are reminded that this information is provided on a strictly confidential basis and for the purpose of enabling you to prepare your Tender only.
- 4.6 Each Tenderer should note that it is their responsibility to:
- raise direct with the existing service provider any reservations/concerns it has with the quality, completeness, extent or accuracy of any data supplied;
 - ensure, prior to submitting the Tender Response, that it has obtained all the details about employees engaged in the performance of the existing language services as the Tenderer deems necessary to enable it to submit its Tender Response.

- 4.7 In the event of TUPE applying to this procurement, the Provider will assume the risk of and will be presumed to have knowledge of the consequences of the application of TUPE and any other regulatory or statutory requirements relating to the transfer of employees and their employment rights and the Call Off Terms shall be amended by the inclusion of the Additional Terms set out in Part 7 of the procurement document set. Which will ultimately be inserted in section 4 of the call-off order form.
- 4.8 Tenderers shall identify any costs in relation to TUPE applying as part of the pricing element of their Tender Response. In the event of such TUPE costs not materialising in practice, the Forces reserve the right to go back to the successful Tenderer and to enter into price negotiations as to reductions in the Charges to reflect the extent to which the Provider will not incur such TUPE costs.
- 4.9 Post-award, in the event of TUPE applying, the successful tenderer should request accurate and up-to-date TUPE transfer details from the incumbent provider in accordance with Regulation 11 of TUPE.
- 4.10 For the avoidance of doubt, it is the responsibility of the successful tenderer(s) to validate any TUPE data provided during or following a competitive procurement, and to manage any subsequent transfer process. Forces will not be involved in any way, nor will the Forces accept any liability for TUPE data or the transfer process, nor pay any additional sums resulting from or in connection with TUPE.
- 4.11 As part of this further competition details of proposed amendments that Contractors are required to agree to relating to the DPS Agreement for any call-offs that take place for the Forces.



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Appendix 3

TUPE Additional Terms

4.4 Additional Terms

4.4.1 The Parties agree that Clause 56 of the Call-Off Terms shall be deleted in its entirety and replaced by the following new Clause 56:

56 TUPE Regulations

56.1 For the purposes of this Clause 56, the following terms shall have the following meanings:

56.1.1 "Contractor's Final Staff List" means the list of all the Staff engaged (in whatever capacity) in or wholly or mainly assigned to the performance of the Services or any part of the Services at the End Date;

56.1.2 "Contractor's Provisional Staff List" means a list prepared and updated by the Contractor of all the Staff engaged (in whatever capacity) in, or wholly or mainly assigned to, the performance of the Services or any part of the Services at the date of preparation of the list;

56.1.3 "End Date" means the date on which an Exit Employee becomes employed by the Customer or a Replacement Supplier or a sub-contractor of the Replacement Supplier thereof (as the case may be) by virtue of the TUPE Regulations;

56.1.4 "Exit Employee" means any person:

- (a) who is engaged in the performance of the Services when the Contractor or any Sub-Contractor ceases for whatever reason, whether directly or indirectly, to provide the Services or any part of them; and
- (b) whose contract of employment has effect by virtue of the TUPE Regulations as if originally made between such person and the Customer or a Replacement Supplier or a sub-contractor of a Replacement Supplier (as the case may be);

56.1.5 "Staff Expenses" means any expenses in connection with the engagement of Staff, including wages and salaries, bonuses, commissions, expenses, sick pay, maternity pay, holiday pay (including accrued but unused holiday entitlement), income tax, national insurance contributions and contributions to occupational or personal pension schemes;

56.1.6 "Staffing Information" means in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Customer may reasonably request including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise and whether they have previously worked for a public sector organisation;
- (c) the identity of their employer or relevant contracting party;

- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes 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, maternity or other statutory leave or otherwise absent from work;
- (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals);
- (j) any other "employee liability information" as such term is defined in Regulation 11 of the TUPE Regulations; and
- (k) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and details of any current industrial disputes and claims for recognition by any trade union;

56.2 The Parties acknowledge and agree that if the commencement of the performance of the Services by the Contractor gives rise to a relevant transfer within the meaning of the TUPE Regulations:

56.2.1 the Contractor shall, and shall procure that any Sub-Contractor shall, comply with such obligations as may arise under Regulation 13 of the TUPE Regulations to inform and (if appropriate) consult with employees and/or their appropriate representatives; and

56.2.2 the Contractor shall be responsible for all claims, costs, expenses, damages, losses and/or other liabilities arising as a result of the application of the TUPE Regulations (and/or any other applicable Law relating to the transfer of employees and their employment rights) and, for the avoidance of doubt, the Customer shall not provide any indemnity in respect of, or not be liable for, any such liabilities.

56.3 The Parties acknowledge and agree that:

56.3.1 subsequent to the commencement of the Call-Off Contract, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of the Call-Off Contract, or part of it, or otherwise) resulting in a transfer of the Services in whole or in part ("Exit Transfer"); and

56.3.2 if an Exit Transfer is a relevant transfer for the purposes of the TUPE Regulations, then the Customer or a Replacement Supplier or a sub-contractor of a Replacement Supplier (as the case may be) would inherit liabilities in respect of the Exit Employees.

56.4 Subject to compliance with the Data Protection Act 2018 and other applicable Law related to privacy and protection of personal data, the Contractor agrees that:

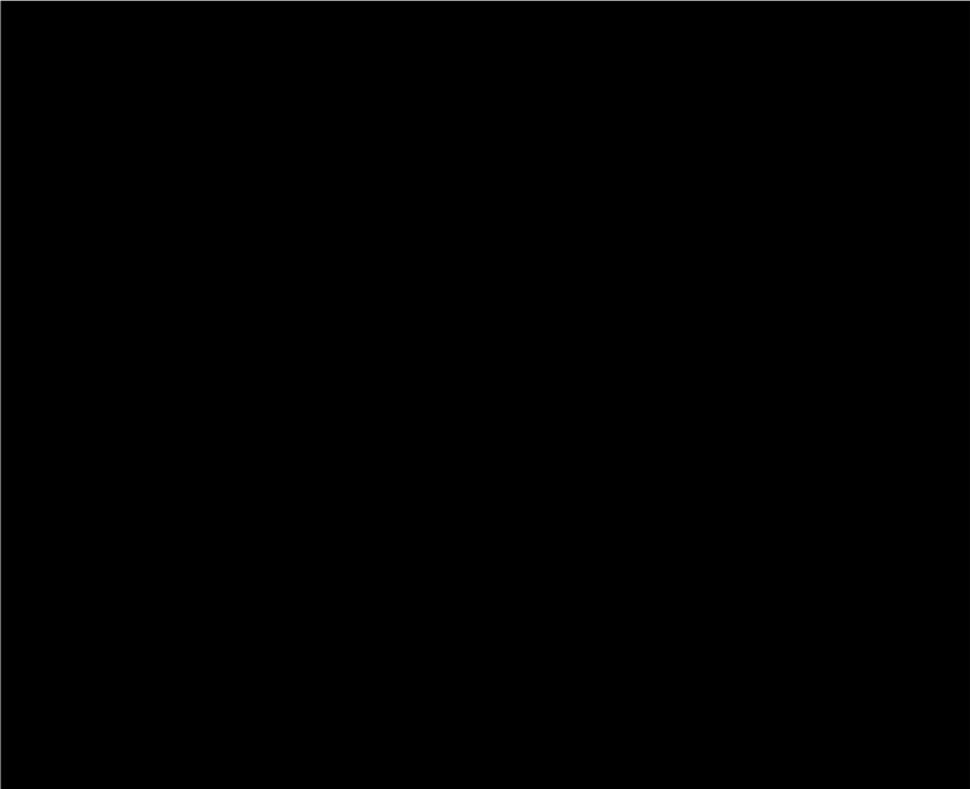
56.4.1 within 15 Working Days of the earliest of:

- (a) receipt or the giving of notice of early termination of the Call-Off Contract or any part thereof;
- (b) the date which is 12 months before the expiry of any fixed period for the duration of the Call-Off Contract (whether an initial or any extended period);

- (c) receipt by the Contractor of a written notice from the Customer given on or after the commencement by the Customer of a re-tendering exercise in respect of the provision of part or all of the Services or any similar services;
- it shall provide the Contractor's Provisional Staff List and the Staffing Information to the Customer or, at the direction of the Customer, to a Replacement Supplier and it shall provide an updated Contractor's Provisional Staff List and updated Staffing Information when reasonably requested by the Customer or any Replacement Supplier;
- 56.4.2 at least 20 Working Days prior to the End Date, the Contractor shall prepare and provide to the Customer and/or, at the direction of the Customer, to the Replacement Supplier, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Staff named are Exit Employees;
- 56.4.3 the Customer shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services which are substantially the same type of services (or any part thereof) as the Services; and
- 56.4.4 upon reasonable request by the Customer the Contractor shall provide the Customer or at the request of the Customer, the Replacement Supplier, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Customer reasonably requests.
- 56.5 The Contractor shall ensure that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information are true and accurate in all material respects.
- 56.6 Within 10 Working Days following the End Date, the Contractor shall, if so requested by the Customer, provide to the Customer or any Replacement Supplier, in respect of each person (subject to compliance with Data Protection Law) on the Contractor's Final Staff List who is an Exit Employee, their:
- 56.6.1 pay slip data for the most recent month;
- 56.6.2 cumulative pay for tax and pension purposes;
- 56.6.3 cumulative tax paid;
- 56.6.4 tax code;
- 56.6.5 voluntary deductions from pay; and
- 56.6.6 bank or building society account details for payroll purposes.
- 56.7 From the date of the earliest event referred to in clause 56.4.1 the Contractor shall not, and shall procure that each Sub-Contractor shall not, without prior Approval assign any person to the performance of the Services (or the relevant part) which is the subject of an Exit Transfer who is not listed in the Contractor's Provisional Staff List and shall not without prior Approval (not to be unreasonably withheld or delayed):
- 56.7.1 increase the total number of employees listed on the Contractor's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
- 56.7.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Contractor's Provisional Staff List;

- 56.7.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
- 56.7.4 introduce any new contractual or customary practice concerning the making of any lump sum payment or the giving of any benefit on the termination of employment of any employees listed on the Contractor's Provisional Staff List; or
- 56.7.5 replace any of the Staff listed on the Contractor's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Staff List.
- 56.8 The Contractor shall promptly notify the Customer or, at the direction of the Customer, the Replacement Supplier of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.
- 56.9 In connection with a relevant transfer to which the TUPE Regulations apply, the Contractor shall, and shall procure that each Sub-Contractor shall, perform and discharge all obligations in respect of all the Exit Employees and their representatives for its own account up to and including the End Date.
- 56.10 The Contractor shall indemnify and keep indemnified the Customer and any Replacement Supplier (and any sub-contractor of a Replacement Supplier) in full and hold them harmless on demand from and against any claims, costs, expenses, damages, losses or other liabilities whatsoever and howsoever arising, incurred or suffered by the Customer (whether directly or indirectly under an indemnity given by the Customer to a Replacement Supplier or otherwise) or any Replacement Supplier (or any sub-contractor thereof) including all legal expenses and other professional fees (together with any VAT thereon) in relation to:
 - 56.10.1 any act or omission by the Contractor or any Sub-Contractors on or before the End Date or any other matter, event or circumstance occurring or having its origin before the End Date, which relates to an Exit Employee;
 - 56.10.2 any claim in respect of all emoluments and outgoings in relation to the Exit Employees (including all wages, holiday entitlement, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the End Date;
 - 56.10.3 any claim arising out of the provision of, or proposal by the Contractor or any Sub-Contractor to offer any change to any benefit, term or condition or working condition of any Exit Employee where such offer or agreement is made on or before the End Date;
 - 56.10.4 any claim made by or in respect of any person who claims to be employed or to have been employed by the Contractor or any Sub-Contractor, other than an Exit Employee, and for which it is alleged that the Customer or any Replacement Supplier (or any sub-contractor thereof) may be liable by virtue of the Call-Off Contract and/or the TUPE Regulations;
 - 56.10.5 any act or omission of the Contractor or any Sub-Contractor in relation to its obligations under Regulations 11 or 13 of the TUPE Regulations, or in respect of an award of compensation under Regulation 15 of the TUPE Regulations except to the extent that the liability arises from the failure of the Customer or any Replacement Supplier (or any sub-contractor thereof) to comply with Regulation 13 of the TUPE Regulations;

- 56.10.6 any statement communicated to or action done by the Contractor or any Sub-Contractor in respect of any Exit Employee on or before the End Date regarding the Exit Transfer which has not been agreed in advance with the Customer in writing.
- 56.11 All Staff Expenses which relate to any Exit Employee shall be apportioned on a time basis so that such part of such Staff Expenses which relates to any Exit Employee and is attributable to the period ending on the End Date shall be borne by the Contractor. Within 10 Working Days of the End Date, the Contractor shall account to the Customer or any Replacement Supplier for such Staff Expenses, including the cost of unused holiday entitlement accrued to the End Date. The Contractor shall indemnify and keep indemnified the Customer and any Replacement Supplier (or any sub-contractor thereof) in full and hold them harmless on demand from and against any liability arising because of any failure by the Contractor to fulfil its obligations in accordance with this clause 56.11.
- 56.12 The Contractor shall indemnify and keep indemnified the Customer, any Replacement Supplier and/or (as the case may be) any sub-contractor of a Replacement Supplier in full and hold them harmless on demand from and against any claims (including any claims under an indemnity given by the Customer to a Replacement Supplier or otherwise) arising from any act or omission of the Contractor (or any Sub-Contractors) in relation to any other Staff who is not an Exit Employee during any period whether before, on or after the End Date.
- 56.13 The Parties agree that any Replacement Supplier and any sub-contractor of a Replacement Supplier shall be entitled to enforce the obligations owed to and the indemnities given to such Replacement Supplier or sub-contractor (as the case may be) under this clause 56 pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.4.2 The Parties agree that the reference in Clause 22.1 of the Call-Off Terms to “Clause 56.3” shall be amended and replaced with a reference to “Clause 56.13”.
- 4.4.3 In the event of, and only to the extent of, any conflict or inconsistency between the Call-Off Terms and these Additional Terms, these Additional Terms shall take priority.



Appendix 5 – Data Handling Schedule

Schedule 1: Data and Systems Handling and Security (Category 1 Suppliers- *who process and store personal data and police data outside Force systems and premises*)

1. Definitions and Interpretation

1.1 Where used in this Schedule:

1.1.1 the term “**Force**” means the Chief Constable of Leicestershire Police;

1.1.2 the term “**Contractor**” shall include the term “**Provider**”, “**Supplier**” or “**Consultant**”, where this term is used elsewhere in the Contract to describe the Party contracting with the Force; and

1.1.3 the term “**Contract**” means the agreement between the Force and the Contractor of which this Schedule forms part.

1.2 For the purpose of this Schedule the following expressions shall have the meanings ascribed to them:

1.2.1 “**Breach of Security**” means the occurrence of unlawful or unauthorised access to or unauthorised use of Force Premises, the Sites, the Services, the ICT Environment or any ICT or data (including Police Data) used by the Force or the Contractor in connection with the Contract (and includes a Data Loss Event);

1.2.2 “**Business Day**” means any day other than a Saturday or Sunday or a public or bank holiday in England;

1.2.3 “**Change Control Procedure**” means the procedure agreed between the Parties for making amendments to the Contract;

1.2.4 “**Commercially Sensitive Information**” means information notified to the Force in writing (prior to the commencement of the Contract) which has been clearly marked as Commercially Sensitive Information comprised of information which:

- 1.2.4.1 was provided by the Contractor to the Force in confidence for the period set out in that notification; and/or
- 1.2.4.2 constitutes a trade secret;
- 1.2.5 **“Confidential Information”** means all information in respect of the business and activities of a Party including, without prejudice to the generality of the foregoing, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer (including programme participants) lists or details; computer systems and software; products or services, including know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by such Party, and information concerning such Party’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of such Party and of such persons and any other information which, if disclosed, shall be liable to cause harm to such Party or which is of a confidential or proprietary nature (including information imparted orally);
- 1.2.6 **“Contracting Authority”** means any contracting authority (as defined in Regulation 2(1) of the Public Contracts Regulations 2015) other than the Force;
- 1.2.7 **“Contractor BCDR Plan”** shall have the meaning set out in paragraph **Error! Reference source not found.**;
- 1.2.8 **“Contractor Confidential Information”** means Confidential Information proprietary to the Contractor;
- 1.2.9 **“Contractor Personnel”** means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of its obligations under the Contract;
- 1.2.10 **“Contractor Software”** means software proprietary to the Contractor, including software which is or shall be used by the Contractor for the purposes of providing the Services;
- 1.2.11 **“Contractor System”** means any ICT system(s) used and controlled by the Contractor in performing the Services;
- 1.2.12 **“Controller”, “Data Protection Officer”, “Data Subject” “Information Commissioner”, “Processor”, “Personal Data”, “Personal Data Breach”, “process” and “processing”** shall have the meanings given to those terms by Data Protection Law;
- 1.2.13 **“Crown Body”** means any department, office or agency of the Crown;
- 1.2.14 **“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor in relation to the Contract and/or actual or potential loss and/or destruction and/or disclosure of Personal Data in breach of the Contract, including any Personal Data Breach;
- 1.2.15 **“Data Protection Impact Assessment”** means an assessment by the Controller carried out in accordance with section 3 of the UK GDPR and sections 64 and 65 of the DPA;
- 1.2.16 **“Data Protection Law”** means the DPA, the UK GDPR, the Regulation of

Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable Laws relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

- 1.2.17 **“Data Subject Rights Request”** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Law to access, rectify, restrict, erase, enquire or complain about the use of their Personal Data;
- 1.2.18 **“Dispute Resolution Procedure”** means the dispute resolution procedure set out in the Contract for the resolution of disputes between the Parties;
- 1.2.19 **“DPA”** means the Data Protection Act 2018;
- 1.2.20 **“EIR”** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such regulations;
- 1.2.21 **“FOIA”** means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such legislation;
- 1.2.22 **“Force BCDR Plan”** means such business continuity and disaster recovery plan of the Force that may be notified to the Contractor from time to time;
- 1.2.23 **“Force Premises”** means premises owned, controlled or occupied by the Force and made available for use by the Contractor or its sub-contractors for the provision of the Services on the terms set out in the Contract or any separate agreement or licence;
- 1.2.24 **“Force System”** means any computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of the Force, or any of its employees, agents, consultants and contractors, or the Contractor in connection with the Contract and which is owned by, or licensed by a third party to, the Force, or any of its employees, agents, consultants and contractors, and which interfaces with the Contractor System or is used by, or on behalf of, the Force to receive the Services;
- 1.2.25 **“Good Industry Practice”** means the exercise by the Contractor of that degree of skill, diligence, prudence, foresight and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same or a similar business as the Contractor, seeking in good faith to comply with its contractual and other obligations and those Information Security practices as advised by ISO/IEC 27001:2013;
- 1.2.26 **“ICT”** means information and communications technology;
- 1.2.27 **“ICT Environment”** means the Force System and the Contractor System;
- 1.2.28 **“Information”** has the meaning given under section 84 of the FOIA;
- 1.2.29 **“Law”** means any applicable law, statute, bye-law, regulation, order,

delegated or subordinate legislation, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directive, notice or requirement of any Regulatory Body;

- 1.2.30 **“Malicious Software”** means any software program or code intended to destroy, interfere with, corrupt or cause undesired effects on program files, data, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
- 1.2.31 **“PASF”** means the standard set from time to time by the National Policing Information Risk Management Team of the UK Home Office for the storage of and access to Police Data;
- 1.2.32 **“Police Data”** means any data (including Personal Data), text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which:
- 1.2.32.1 is provided to the Contractor by or on behalf of the Force in connection with the Contract; or
- 1.2.32.2 the Contractor is required to generate, process, store or transmit for or on behalf of the Force pursuant to the Contract;
- 1.2.33 **“Protective Measures”** means appropriate technical and organisational measures designed to ensure compliance by the Parties with their respective obligations under Data Protection Law, which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it and including those outlined in the Appendix;
- 1.2.34 **“Regulatory Body”** means any government department or regulatory, statutory or other entity, committee or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Force;
- 1.2.35 **“Request for Information”** means a request for information or an apparent request for information relating to the Contract or the Services under the Code of Practice on Access to Government Information, the FOIA or the EIR;
- 1.2.36 **“Requirement”** means any requirement, specification or similar document provided by the Force, or forming part of the Contract, which sets out details of the Services;
- 1.2.37 **“Security Plan”** means the Contractor's security plan prepared pursuant to paragraph **Error! Reference source not found.**;
- 1.2.38 **“Security Policy”** means such security policy of the Force as may be in force from time to time, including the Force's ICT Acceptable Use Policy;
- 1.2.39 **“Security Tests”** have the meaning set out in paragraph **Error! Reference source not found.**;
- 1.2.40 **“Security Policy Framework”** means the Cabinet Office Security Policy

Framework;

- 1.2.41 **“Services”** means the services to be provided by the Contractor to the Force pursuant to the Contract, including the supply of goods or products to the Force;
 - 1.2.42 **“Sites”** means any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services or where any part of the Contractor System is situated or where any physical interface with the Force System takes place;
 - 1.2.43 **“Staff Vetting Procedures”** means those procedures and departmental policies notified to the Contractor from time to time for the vetting of personnel whose role shall involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures;
 - 1.2.44 **“Standards”** means those British or international standards, the Force internal policies and procedures, Regulatory Body or Crown Body codes of practice and guidance referred to in the Requirement;
 - 1.2.45 **“Sub-processor”** means any third party appointed to process Personal Data on behalf of the Contractor related to the Contract;
 - 1.2.46 **“Third Party Software”** means software which is proprietary to any third party which is or shall be used by the Contractor for the purposes of providing the Services; and
 - 1.2.47 **“UK GDPR”** has the meaning given in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
- 1.3 In this Schedule, a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, modification, order, regulation or instrument.
- 1.4 Unless the context otherwise requires or set out above, expressions defined in the Contract and used in this Schedule shall have the meaning set out in the Contract.
- 1.5 Headings are for convenience only and shall not affect the interpretation of this Schedule.

2. **Data Handling**

General

- 2.1 The Contractor warrants, represents and undertakes for the duration of the Contract that:
 - 2.1.1 it shall, in accessing or using any data or systems in accordance or in connection with the Contract, comply in all respects with applicable Law and any reasonable requirements of the Force (including ensuring that it uses Third Party Software approved in writing by the Force for protection against Malicious Software and for encrypting Police Data being transmitted over the internet);
 - 2.1.2 all Contractor Personnel involved in providing the Services shall be vetted in

- accordance with the Staff Vetting Procedures;
- 2.1.3 it has and shall continue to hold all regulatory approvals from Regulatory Bodies necessary to perform its obligations under the Contract;
 - 2.1.4 it has and shall continue to have all rights in and to the Contractor Software, any Third Party Software and any other software materials made available by it and/or its sub-contractors to the Force necessary to perform its obligations under the Contract; and
 - 2.1.5 in performing its obligations under the Contract, all software used by or on behalf of it shall be currently supported versions of that software and perform in all material respects in accordance with its specification.
- 2.2 The Force may, at any time on not less than 30 Working Days' notice, revise the provisions of this paragraph **Data Handling** by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.3 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Force may on not less than 30 Working Days' notice to the Contractor amend this Schedule to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Police Data

- 2.4 The Contractor shall:
- 2.4.1 not delete or remove any proprietary notices contained within or relating to Police Data;
 - 2.4.2 not store, copy, disclose or use Police Data except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorised in writing by the Force;
 - 2.4.3 to the extent that Police Data is held and/or processed by the Contractor, it shall provide that Police Data to the Force, or such of its employees, agents, consultants and contractors as the Force shall specify from time to time, as requested in a format specified by the Force (acting reasonably);
 - 2.4.4 be responsible for preserving the integrity, security and confidentiality of Police Data in its possession or control, or which it uses, and for preventing corruption, unauthorised disclosure or loss of the same;
 - 2.4.5 ensure the availability of Police Data held and/or processed by the Contractor (in accordance with the requirements of the Force from time to time) to the Force and such of its employees, agents, consultants and contractors as the Force shall specify from time to time;
 - 2.4.6 perform secure back-ups of all Police Data held on its systems and ensure that up-to-date back-ups are stored off-site in accordance with Good Industry Practice, any Force BCDR Plan or the reasonable requirements of the Force. The Contractor shall ensure that such back-ups are available and are delivered to the Force and such of its employees, agents, consultants and contractors as the Force shall specify from time to time, at all times upon request and upon termination or expiry of the Contract; and

- 2.4.7 ensure that any system (including any paper records, personal computer, laptop, server, storage device and removable media) on which it holds Police Data, including back-up data, is a secure system meeting Good Industry Practice and complying with the Security Policy and the Standards and, without limiting the generality of the foregoing in any way, that unencrypted removable media is never used to store, transport or process any Police Data that is Personal Data, Confidential Information or Government Security Classification OFFICIAL (or above).
- 2.5 If Police Data is corrupted, lost or sufficiently degraded as a result of the Contractor's default so as to be unusable, the Force may at its sole discretion:
 - 2.5.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of such Police Data to the extent and in accordance, where relevant, with the Force BCDR Plan and the Security Policy and shall do so promptly and in any event no later than seventy two (72) hours after the discovery of the corruption, loss or degradation; and/or
 - 2.5.2 itself restore, or procure the restoration of, such Police Data and shall be reimbursed by the Contractor any reasonable expenses incurred in doing so.
- 2.6 If at any time the Contractor suspects or has reason to suspect that Police Data has or may become disclosed in error, corrupted, lost or sufficiently degraded in any way for any reason, then it shall notify the Force immediately and inform the Force of the remedial action it proposes to take.

Protection of Personal Data

- 2.7 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge and agree that:
 - 2.7.1 the Chief Constable of Leicestershire Police is the Controller;
 - 2.7.2 the Contractor is a Processor; and
 - 2.7.3 the Contractor may not determine the purposes nor the means of the processing of Personal Data to be undertaken by it under the Contract.
- 2.8 The Contractor acknowledges that the Force may also engage other Processors to perform services for and on behalf of the Force and the Contractor shall cooperate and interface directly with such third parties as instructed by the Force.
- 2.9 The Contractor warrants, undertakes and represents that it shall:
 - 2.9.1 (and shall ensure that the Contractor Personnel shall) only use or process the Personal Data for the purpose set out in the Appendix to this Schedule in accordance with instructions from the Force (as set out in the Contract, the Appendix or as otherwise notified in writing by the Force to the Contractor during the term of the Contract) unless it is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify the Force before processing the Personal Data unless prohibited by Law;
 - 2.9.2 without prejudice to paragraph (and shall ensure that the Contractor Personnel shall) only use or process the Personal Data for the purpose set out in the Appendix to this Schedule in accordance with instructions from the Force (as set out in the Contract, the Appendix or as otherwise notified in writing by the Force to the Contractor during the term of the Contract) unless it is required to do otherwise by Law. If it is so required, the

- Contractor shall promptly notify the Force before processing the Personal Data unless prohibited by Law;, process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 2.9.3 notify the Force immediately if it considers that any of the Force's instructions infringe Data Protection Law;
 - 2.9.4 provide all reasonable assistance to the Force in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Force, include:
 - 2.9.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 2.9.4.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 2.9.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.9.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data;
 - 2.9.5 have in place appropriate Protective Measures, which have been reviewed and approved by the Force, to protect against a Data Loss Event having taken account of the:
 - 2.9.5.1 nature of the Personal Data which is to be protected;
 - 2.9.5.2 harm which might result from a Data Loss Event;
 - 2.9.5.3 state of technological development; and
 - 2.9.5.4 cost of implementing any measures;
 - 2.9.6 designate a Data Protection Officer if required by Data Protection Law;
 - 2.9.7 ensure that access to Personal Data is limited to those Contractor Personnel who need access to the Personal Data in order to meet the Contractor's obligations under the Contract;
 - 2.9.8 take all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have (or may have) access to the Personal Data and ensure that they are:
 - 2.9.8.1 aware of and comply with the Contractor's duties set out in this paragraph **The Contractor warrants, undertakes and represents that it shall;**
 - 2.9.8.2 subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 2.9.8.3 informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Force or as otherwise permitted by the Contract;
 - 2.9.8.4 have undergone adequate training in the use, care, protection and handling of Personal Data and are in receipt of specific instructions

- in respect of the secure handling of confidential and/or sensitive information; and
 - 2.9.8.5 are appropriately technically qualified;
 - 2.9.9 not transfer the Personal Data to any Sub-processor without the prior written consent of the Force;
 - 2.9.10 if the Force consents to the transfer to a Sub-processor, before allowing any Sub-processor to process any Personal Data related to the Contract,
 - 2.9.10.1 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this paragraph **Data Handling** such that they apply to the Sub-processor; and
 - 2.9.10.2 provide the Force with such information regarding the Sub-processor as the Force may reasonably require;
 - 2.9.11 without prejudice to paragraphs not transfer the Personal Data to any Sub-processor without the prior written consent of the Force; and if the Force consents to the transfer to a Sub-processor, before allowing any Sub-processor to process any Personal Data related to the Contract,, remain fully liable for all acts or omissions of any Sub-processor;
 - 2.9.12 not transfer or process Personal Data to any country or territory outside the United Kingdom unless the prior written consent of the Force has been obtained and the following conditions have been fulfilled:
 - 2.9.12.1 the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA;
 - 2.9.12.2 the Force or the Contractor has provided appropriate safeguards in relation to the transfer (in accordance with Data Protection Law) as determined by the Force;
 - 2.9.12.3 the Data Subject has enforceable rights and effective legal remedies;
 - 2.9.12.4 the Contractor complies with its obligations under Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Force in meeting its obligations); and
 - 2.9.12.5 the Contractor complies with any reasonable instructions notified to it in advance by the Force with respect to the processing of the Personal Data; and
 - 2.9.13 at the written direction of the Force, securely destroy or return to the Force the Personal Data (and any copies of it) in accordance with the Appendix to this Schedule unless the Contractor is required by Law to retain the Personal Data.
 - 2.10 Subject to paragraph The Contractor's obligation to notify under paragraph Subject to paragraph The Contractor's obligation to notify under paragraph 2.10 shall include the provision of, the Contractor shall notify the Data Protection Officer of the Force immediately if it: shall include the provision of, the Contractor shall notify the Data Protection Officer of the Force immediately if it:

- 2.10.1 receives a Data Subject Rights Request (or purported Data Subject Rights Request);
 - 2.10.2 receives any other communication, complaint or request (including any information notice or other communication from the Information Commissioner or any other Regulatory Body) relating to either Party's obligations under Data Protection Law; or
 - 2.10.3 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.10.4 becomes aware of a Data Loss Event.
- 2.11 The Contractor's obligation to notify under paragraph Subject to paragraph The Contractor's obligation to notify under paragraph Subject to paragraph The Contractor's obligation to notify under paragraph 2.10 shall include the provision of, the Contractor shall notify the Data Protection Officer of the Force immediately if it: shall include the provision of, the Contractor shall notify the Data Protection Officer of the Force immediately if it: shall include the provision of further information to the Force in phases, as details become available.
- 2.12 Taking into account the nature of the processing, the Contractor shall provide the Force with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under paragraph Subject to paragraph The Contractor's obligation to notify under paragraph Subject to paragraph The Contractor's obligation to notify under paragraph 2.10 shall include the provision of, the Contractor shall notify the Data Protection Officer of the Force immediately if it: shall include the provision of, the Contractor shall notify the Data Protection Officer of the Force immediately if it: (and insofar as possible within the timescales reasonably required by the Force) including by promptly providing:
- 2.12.1 the Force with full details and copies of the complaint, communication or request (including any information notice);
 - 2.12.2 such assistance as is reasonably requested by the Force to enable the Force to comply with a Data Subject Rights Request within the relevant timescales set out in Data Protection Law;
 - 2.12.3 the Force, at its request, with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Force);
 - 2.12.4 assistance as requested by the Force following any Data Loss Event;
 - 2.12.5 assistance as requested by the Force with respect to any request from the Information Commissioner's Office or any consultation by the Force with the Information Commissioner's Office;
 - 2.12.6 assistance as requested by the Force in relation to any other complaint or request made; and
 - 2.12.7 the Force with any other information reasonably requested by the Force related to the complaint, communication or request (including any information notice).
- 2.13 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph Data **Handling**. This requirement does not apply where the Contractor employs fewer than 250 staff, unless the Force

determines that the processing:

- 2.13.1 is not occasional;
 - 2.13.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR and/or Personal Data relating to criminal convictions and offences as referred to in Article 10 of the UK GDPR and clarified by section 10(5) of the DPA; or
 - 2.13.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.14 The Contractor shall permit the Force or the Force's representative and/or auditors (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries, Sub-processors and sub-contractors) and comply with all reasonable requests or directions by the Force to enable the Force to verify and/or procure that the Contractor is in full compliance with its data processing obligations under the Contract (including this Schedule).
- 2.15 The Contractor shall comply at all times with Data Protection Law and shall not perform its obligations under the Contract in such a way as to (or otherwise do or omit to do anything which might) cause the Force to breach any of its applicable obligations under Data Protection Law.
- 2.16 The Contractor shall, immediately on demand, fully indemnify the Force and keep it fully and effectively indemnified and hold it harmless from and against all costs, claims, demands, expenses (including legal costs and disbursements), losses, actions, damages, proceedings and liabilities of whatsoever nature suffered or incurred by the Force arising directly or indirectly as a result of any breach by the Contractor of its obligations under this paragraph Data Handling.
- 2.17 The Parties agree that nothing in this Schedule is intended to undermine, exclude or in any way limit the rights of a Data Subject as set out in Data Protection Law.

Contractor System

- 2.18 The Contractor shall ensure for the duration of the Contract that, in respect of the Contractor System, it:
- 2.18.1 has appropriate network defence systems enabled;
 - 2.18.2 maintains in place patching and anti-virus policies and that performance against these is measured and monitored to ensure compliance;
 - 2.18.3 has completed and shall comply with the terms of a Code of Connection Agreement which describes the minimum security requirements of the Contractor System;
 - 2.18.4 regularly carries out a risk assessment and that appropriate, prudent and cost effective risk treatment measures have been applied and are in place,
 - .1.1 in each case in accordance with Good Industry Practice, the Security Policy and the Standards.

3. Confidentiality

3.1 Except to the extent set out in this paragraph 3 or where disclosure is expressly permitted elsewhere in the Contract, each Party shall:

3.1.1 treat the other Party's Confidential Information as confidential in accordance with Good Industry Practice, the Security Policy and the Standards;

3.1.2 not disclose the other Party's Confidential Information to any other person without the other Party's prior written consent; and

3.1.3 not use the other Party's Confidential Information to procure or seek to procure commercial gain or advantage over either the other Party or a third party or to help or assist others to procure a commercial advantage over the other Party or a third party.

3.2 Paragraph 3.1 shall not apply to the extent that:

3.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR;

3.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the other Party;

3.2.3 such information was obtained from a third party without obligation of confidentiality;

3.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

3.2.5 it is independently developed without access to the other Party's Confidential Information.

3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of the Contract is not Confidential Information. The Force shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.

3.4 Notwithstanding any other term of the Contract, the Contractor hereby gives its consent for the Force to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

3.5 Subject to paragraph 3.6, the Contractor may only disclose the Force's Confidential Information to Contractor Personnel directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and comply with these obligations as to confidentiality.

3.6 The Contractor shall not disclose the Force's Confidential Information to any sub-contractor without the prior written consent of the Force.

3.7 The Contractor shall not, and shall procure that the Contractor Personnel do not, use the Force's Confidential Information otherwise than for the purposes of the Contract.

3.8 At the written request of the Force, the Contractor shall procure that those Contractor Personnel identified in the Force's written request sign a confidentiality undertaking (in such form as the Force shall reasonably require) prior to commencing any work in accordance with the Contract or at such later date as the Force shall specify in its written request.

3.9 Either Party may disclose the other Party's Confidential Information to its legal advisors to the extent necessary for the purpose of providing advice regarding or relating to the Contract and/or the Services.

3.10 Nothing in the Contract shall prevent the Force from disclosing Contractor Confidential Information:

3.10.1 to any Crown Body or other Contracting Authority, and all Crown Bodies or Contracting Authorities receiving such Contractor Confidential Information shall be entitled to further disclose the Contractor Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

3.10.2 to any consultant, contractor or other person engaged by the Force or any person conducting a Home Office or Cabinet Office review; or

3.10.3 for the purpose of the examination and certification of the Force's accounts.

3.11 The Force shall use all reasonable endeavours to ensure that any Regulatory Body, Crown Body, Contracting Authority, employee, third party or sub-contractor to whom Contractor Confidential Information is disclosed pursuant to paragraph 3.10 is made aware of the Force's obligations of confidentiality.

3.12 Nothing in this paragraph 3 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of intellectual property rights.

3.13 This paragraph 3 shall survive termination of the Contract and shall continue in full force and effect.

4. Freedom of Information

4.1 The Contractor acknowledges that the Force is subject to the requirements of the Code of Practice on Government Information, the FOIA and the EIR and shall assist and cooperate with the Force to enable the Force to comply with its Information disclosure obligations.

4.2 The Contractor shall and shall procure that its sub-contractors shall:

4.2.1 transfer to the Force all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information;

4.2.2 provide the Force with a copy of all Information in its possession, or power in the form that the Force (acting reasonably) requires within five Business Days (or such other period as the Force may specify) of the Force's request;

4.2.3 provide all necessary assistance as reasonably requested by the Force to enable the Force to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR; and

4.2.4 not respond directly to a Request for Information unless expressly authorised to do so by the Force.

4.3 Notwithstanding any other provision in the Contract or any other agreement between the Parties, the Contractor acknowledges and agrees that the Force is responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, the FOIA or the EIR.

4.4 The Contractor acknowledges that (notwithstanding the provisions of paragraph 3) the Force may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("Code"), be obliged under the FOIA or the EIR to disclose information concerning the Contract, the Contractor or the Services:

4.4.1 in certain circumstances without consulting the Contractor; or

4.4.2 following consultation with the Contractor and having taken the Contractor's views into account;

provided always that where paragraph 4.4.1 applies the Force shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate and without putting itself in breach of any applicable Law, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

4.5 The Contractor shall ensure that all Information is retained for disclosure as required by Law and shall permit the Force to inspect such records as requested from time to time.

4.6 This paragraph 4 shall survive termination or expiry of the Contract and shall continue in full force and effect.

5. Security Requirements

5.1 The Contractor shall comply, and shall procure the compliance of Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan fully complies with the Security Policy and any other reasonable requirements of the Force.

5.2 The Force shall notify the Contractor of any changes or proposed changes to the Security Policy.

5.3 If the Contractor believes that a change or proposed change to the Security Policy shall have a material and unavoidable cost implication to the Services it may submit a

change request. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken or shall take to mitigate those costs. Any change request shall then be dealt with by the Parties in accordance with the Change Control Procedure.

5.4 Until and/or unless a change to the fees is agreed by the Force pursuant to paragraph 5.3 the Contractor shall continue to perform the Services in accordance with its existing obligations under the Contract.

6. **Malicious Software**

6.1 The Contractor shall, as an enduring obligation throughout the term of the Contract, use the latest versions of anti-virus software available to check for and delete Malicious Software from the ICT Environment.

6.2 Notwithstanding paragraph 6.1, if Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Police Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

6.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 6.2 shall be borne by the Parties as follows:

6.3.1 by the Contractor where the Malicious Software originates from the Contractor Software, Third Party Software or Police Data whilst under the control of the Contractor or Contractor Personnel; and

6.3.2 by the Force if the Malicious Software originates from Force Software or Police Data whilst under the control of the Force or any of its employees, agents, consultants and contractors (other than the Contractor).

7. **Staffing Security**

7.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the date of the Contract were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

7.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with Good Industry Practice, the Security Policy and the Standards.

7.3 The Contractor shall document the security roles and responsibilities related to the Contractor System, processing of the Police Data and performance of the Services and name the Contractor Personnel assigned to such roles and notify the Force of the same (and any amendments thereto) in writing from time to time.

7.4 The Contractor shall ensure that all Contractor Personnel who have access to Force Premises shall comply with all visitor requirements and standard policies, rules and regulations relating to such Force Premises as the Force shall require from time to time.

7.5 The Contractor shall ensure that:

7.5.1 only Contractor Personnel authorised by the Force to have physical and/or logical access to the ICT Environment have such access; and

7.5.2 access to the ICT Environment, Police Data and the Force System is limited to those Contractor Personnel who need access for the purposes of performance of the Services and who have completed appropriate system training.

8. Principles of Security

8.1 The Contractor acknowledges that the Force places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Sites and security of the Contractor System. The Contractor also acknowledges the confidentiality of Police Data.

8.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security in relation to the Contractor System which:

8.2.1 is in accordance with Good Industry Practice and Law;

8.2.2 complies with the Security Policy;

8.2.3 meets any specific security threats to the Contractor System; and

8.2.4 complies with ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard in accordance with paragraph 11.

8.3 Without limiting paragraph 8.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Force from time to time):

8.3.1 loss of integrity of Police Data;

8.3.2 loss of confidentiality of Police Data;

8.3.3 unauthorised access to, use of, or interference with Police Data by any person or organisation;

8.3.4 unauthorised access to network elements, buildings, Force Premises, the Sites and/or tools used by the Contractor in the provision of the Services;

8.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Police Data; and

8.3.6 loss of availability of Police Data due to any failure or compromise of the Services.

9. Security Plan

9.1 Introduction

The Contractor shall develop, implement and maintain a Security Plan to apply during the term of the Contract and after the end of such term (as applicable) in accordance with an exit plan which shall be approved by the Force, tested, periodically updated and audited in accordance with this Schedule.

9.2 Development

9.2.1 Within 20 Business Days after the date of the Contract, the Contractor shall prepare and deliver to the Force for approval its full and final Security Plan.

9.2.2 If the Security Plan is approved by the Force, it shall be adopted immediately. If the Security Plan is not approved by the Force, the Contractor shall amend it within 10 Business Days of a notice of non-approval from the Force and re-submit it to the Force for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Business Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Force. If the Force does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Force pursuant to this paragraph 9.2.2 may be unreasonably withheld or delayed. However, any failure to approve the Security Plan on the grounds that it does not comply with the requirements of this Schedule shall be deemed to be reasonable.

9.3 Content

9.3.1 The Security Plan shall set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:

9.3.1.1 the provisions of this Schedule;

9.3.1.2 the provisions of the Requirement relating to security;

9.3.1.3 ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard;

9.3.1.4 such data protection compliance guidance as may be produced by the Force;

9.3.1.5 the minimum set of security measures and standards required where the ICT Environment shall be handling Government Security Classification OFFICIAL-SENSITIVE, as determined by the Security Policy Framework;

9.3.1.6 any other extant national information security requirements and guidance, as provided by Information Security Officers; and

9.3.1.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.

9.3.2 References to standards, guidance and policies set out in paragraph 9.3.1 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

9.3.3 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor shall notify the Force's contract manager of such inconsistency immediately upon becoming aware of the same, and the Force's contract manager shall, as

soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.

9.3.4 The Security Plan shall be structured in accordance with ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard cross-referencing if necessary to other Schedules of the Contract which cover specific areas included within that standard.

9.3.5 The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Force engaged in the Services and shall not reference any other documents which are not either in the possession of the Force or otherwise specified in this Schedule.

9.4 Amendment and Revision

9.4.1 The Security Plan shall be fully reviewed and updated by the Contractor annually, or from time to time to reflect:

9.4.1.1 emerging changes in Good Industry Practice;

9.4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;

9.4.1.3 any new perceived or changed threats to the Contractor System; and

9.4.1.4 any reasonable request from the Force.

9.4.2 The Contractor shall provide the Force with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Force.

9.4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of a Force request or change to the Requirement or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Force.

10. **Audit and Testing**

10.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Force.

10.2 The Force shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Force with the results of such tests (in a form approved by the Force in advance) as soon as practicable after completion of each Security Test.

10.3 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to, and the Contractor's compliance with and implementation of, the Security Plan. The Force may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on

the Services. If such tests impact adversely on the Contractor's ability to deliver the Services in accordance with the Requirement and the Contract, the Contractor shall be granted relief against any resultant under-performance for the period of the Security Tests.

10.4 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force may at any time conduct an audit for the purpose of assessing the Contractor's compliance with its obligations under this Schedule. The Force shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services. Subject to the Force's obligations of confidentiality, the Contractor shall (and shall procure that the Contractor Personnel shall) on demand provide the Force (and/or its agents or representatives) with all reasonable cooperation and assistance in relation to each audit, including all information requested by the Force within the permitted scope of the audit, reasonable access to any Sites, access to the Contractor System and access to Contractor Personnel.

10.5 Where any Security Test carried out pursuant to paragraphs 10.2 or 10.3, or audit performed pursuant to paragraph 10.4, reveals any actual or potential security failure or weaknesses, or any other breach by the Contractor of its obligations under this Schedule, the Contractor shall promptly notify the Force of the changes to the Security Plan (and the implementation thereof) and/or other remedial action (as applicable) which the Contractor proposes in order to correct such failure or weakness or remedy such breach. Subject to the Force's written approval (in accordance with paragraph 9.4.3 in respect of the Security Plan), the Contractor shall implement such changes or remedial action in accordance with the timetable agreed with the Force or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where a change to the Security Plan or remedial action is to address a non-compliance with the Security Policy or obligations under this Schedule, the change to the Security Plan and/or remedial action (as applicable) shall be at no additional cost to the Force. For the purposes of this paragraph 10, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

11. Compliance With ISO/IEC 27001

11.1 The Contractor shall obtain independent certification of the Security Plan or evidence that they are working towards ISO 27001, PASF or an equivalent standard as soon as reasonably practicable and shall maintain such certification for the duration of the Contract.

11.2 If certain parts of the Security Plan do not conform to good industry practice as described in ISO 27002 and, as a result, the Contractor reasonably believes that its certification to ISO 27001 would fail in regard to these parts, the Contractor shall promptly notify the Force of this and the Force in its absolute discretion may waive the requirement for certification in respect of the relevant parts.

11.3 The Contractor shall carry out such regular security audits as may be required by the British Standards Institute in order to maintain delivery of the Services in compliance with security aspects of ISO 27001, PASF or equivalent standard and shall promptly provide to the Force any associated security audit reports and shall otherwise notify the Force of the results of such security audits.

11.4 If it is the Force's reasonable opinion that compliance with the principles and practices of ISO 27001, PASF or equivalent standard is not being achieved by the Contractor, then the Force shall notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO 27001, PASF or equivalent standard. If the Contractor does not become compliant within the required time then the Force has the right to obtain an independent audit against these standards in whole or in part.

11.5 If, as a result of any such independent audit as described in paragraph 11.4 the Contractor is found to be non-compliant with the principles and practices of ISO 27001, PASF or equivalent standard then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Force in obtaining such audit.

12. **Breach Of Security**

12.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including an actual, potential or attempted breach, or threat to, the Security Plan provided always that the Force shall only be required to notify the Contractor to the extent that the Breach of Security affects the Services.

12.2 Upon becoming aware of any of the circumstances referred to in paragraph 12.1, the Contractor shall:

12.2.1 immediately take all steps necessary to:

12.2.1.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

12.2.1.2 prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Force. In the event that such action is taken in response to a breach that is determined by the Force (acting reasonably) not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the Change Control Procedure; and

12.2.2 as soon as reasonably practicable provide to the Force full details (using such reporting mechanism as may be specified by the Force from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

13. **Business Continuity and Disaster Recovery**

13.1 Without prejudice to the provisions of paragraphs 2.4.6 and 2.5, the Contractor warrants, represents and undertakes for the duration of the Contract that it shall have an up-to-date business continuity and disaster recovery plan in relation to the performance of the Services, availability of the Contractor System and Police Data and compliance with its obligations under this Schedule sufficient to enable it to maintain or promptly reinstate

(within such reasonable time periods as the Force shall from time to time specify) performance of the Services, availability of the Contractor System and Police Data and compliance with its obligations under this Schedule in the event of a disaster or other business interruption (“Contractor BCDR Plan”). The Contractor shall provide the Force with an up-to-date copy of the same whenever requested by the Force and whenever it is amended. The Contractor shall ensure that the Contractor BCDR Plan complements and coordinates with the Force BCDR Plan. The Contractor shall ensure that it is able to implement the Contractor BCDR Plan at any time in accordance with its terms.

13.2 The Contractor shall carry out regular tests (at least once every 12 months) of the Contractor BCDR Plan and shall provide the Force with 6 weeks’ prior written notice of such planned test date. The Force shall have the right to observe such tests and the Parties shall meet following such tests to discuss whether any updates or amendments are required to the Contractor BCDR Plan. The Contractor shall provide the Force with full written details of the results of each test.

13.3 The Contractor shall ensure that any tests of the Contractor BCDR Plan do not interrupt or otherwise adversely affect the provision of the Services in accordance with the Contract or the availability of the ICT Environment and Police Data, nor otherwise disrupt the Force’s operations.

13.4 The Contractor shall undertake regular risk assessments in relation to the provision of the Services, availability of the ICT Environment and Police Data and compliance with its obligations under this Schedule, not less than once every six months and in accordance with the Security Policy and shall provide the results of, and any recommendations in relation to, those risk assessments to the Force promptly in writing following each such risk assessment. Such risk assessment shall include the identification of any threats or risks, how such threats and risks may be mitigated and how the provision of the Services, availability of the ICT Environment and Police Data and compliance with its obligations under this Schedule may be maintained in the event of any such identified threats or risks materialising. The Contractor shall maintain an up-to-date risk register in connection with the foregoing and make the same available to the Force upon request.

Appendix to Data Handling Schedule

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

1. The contact details of the Controller's Data Protection Officer are: steven.morris@leics.police.uk
2. The contact details of the Processor's Data Protection Officer are: Emma.white-moss@dals.co.uk
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Subject matter of the processing	Provision of Language Services (face to face interpreters, telephone interpreting and translation services).
Duration of the processing	1 st October 2025 to 31 st August 2028
Purpose of the processing	To protect and safeguard members of the public, enable the detection of and prevention of crime and support the rights and entitlements of persons detained in custody.
Lawful basis/es for the processing	Law enforcement processing
Nature of the processing	Completion of online booking portal by requestor or the same information being recorded by a DALs call centre operative. Data saved to regional servers by DALs to enable provision of interpreter or translator.
Type of Personal Data being processed	Officer and staff (including subcontractors) names, collar numbers and email addresses, Niche custody and occurrence numbers, Police station addresses, victim/witness names/ addresses, Leicestershire Police directorates and departments.
Categories of Data Subject	Officers, staff, subcontractors Sexual Assault Referral Centre (SARC) nurses, custody detention officers, custody

	health care professionals and Victim First staff) and members of the public
[International transfer and legal gateway]	N/A – all data is stored in a UK based data centre.
Arrangements for return and/or destruction of the data once the processing is complete	General trading/commercial information and information regarding language service bookings is stored for 2 years and then archived for 5 years. After that, data is destroyed.
Protective Measures	<p>Provider staff are minimum NPPV3 vetted and approved by the Police Approved Interpreter and Translators scheme (PAIT).</p> <p>Initial Risk Assessment completed for sign off by Custody business owner. Access to raw monthly MI data limited to Procurement staff.</p> <p>DALS information security management system (ISMS) is certified to UKAS ISO:27001:2022, Cyber Essentials Standard and Cyber Essentials Plus, and the Dals-Link booking/management portal has AES256/TLS1.2 encryption to ensure that all bookings, documents and files received and returned are securely transferred. They undertake certified ethical hacking of their security systems and independent infosec testing and audits. Services are hosted on the Amazon Web Services network.</p>