



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 6
PRICING, PAYMENT AND INVOICING

NEXT GENERATION OUTSOURCED VISA SERVICES

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SCHEDULE 6

PRICING, PAYMENT AND INVOICING

1. INTRODUCTION

- 1.1 This Schedule sets out the Service Charges and the pricing, payment and invoicing principles that apply to the Service Charges.
- 1.2 In this Schedule, unless the contrary intention appears, each term will have the meaning set out in Schedule 1 (**Definitions**).
- 1.3 The following table sets out an overview of the charges:

Types of services	Specific Services Charges and Services
Free to Use services	<u>Services include:</u> VACS which the Authority has designated Free To Use as detailed in Service Package 11 (Local Requirements). <u>Service Charge comprises:</u> Transition Charges; Infrastructure Charges; Application Processing Charges; and Interview Facilitation Charges.
User Pays Services - Authority Supported Chargeable Services	<u>Services include:</u> Priority Visa Services; Super Priority Visa Services; and All other User Pays Services that require resources from the Authority to deliver. <u>Service Charge comprises:</u> All Supplier Costs plus Agreed Supplier Profit Margin.
User Pays Services - Supplier Chargeable Services	<u>Services include:</u> User Pay VACs at static locations; User Pays VACs at Temporary Enrolment Locations; Premium Lounge Service and; Other User Pays Services (<i>e.g.</i> marketing services, courier pass back, prime time applications, etc.).

- 1.4 This Schedule should be read in conjunction with Schedule 23 (**User Pays Services**) which sets out the basis of charging for User Pays Services.

2. OVERVIEW

- 2.1 Save as otherwise stated below in this Schedule 6 or as agreed by the Parties in accordance with the Change Control Procedure:
- 2.1.1 the Supplier shall provide the Supplier's Solution so as to fulfil the Services Requirements in consideration of the Authority paying the Service Charges set out in this Schedule 6 (or, in respect of the User Pays Services, Schedule 23 (**User Pays Services**)); and

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- 2.1.2 the Authority shall not be liable for any charges in addition to the Service Charges set out in this Schedule 6 (or, in respect of the User Pays Services, Schedule 23 (**User Pays Services**)).
- 2.2 The Service Charges are based upon the Financial Model set out in Annex 6-1, as updated and amended from time to time in accordance with this Schedule 6.
- 2.3 This Schedule sets out:
- 2.3.1 the breakdown of each element of the Service Charges;
 - 2.3.2 indexation;
 - 2.3.3 exceptional cost reviews;
 - 2.3.4 volumes;
 - 2.3.5 the consequences of a Commencement Delay due to a Relief Event;
 - 2.3.6 the Compensation Payment;
 - 2.3.7 the revenue share mechanisms for User Pays Services;
 - 2.3.8 any charging principles and mechanisms for Future Services as currently envisaged, the specific details of which may be subsequent CCNs to this Schedule at such time that the specific service requirements are sufficiently confirmed; and
 - 2.3.9 the invoicing procedure.

3. FREE TO USE SERVICES

For the avoidance of doubt, Sections 3 to 13 below apply to all Free To Use Services.

4. FREE TO USE – SERVICE CHARGES

- 4.1 The Service Charges consist of the following:
- 4.1.1 Transition Charges;
 - 4.1.2 Infrastructure Charges;
 - 4.1.3 Application Charges; and
 - 4.1.4 Interview Facilitation Charges.
- 4.2 Cost Allocation in the Financial Model
- 4.2.1 In the Financial Model, the Supplier's costs have been allocated to the various elements of the Service Charges as further set out in this Schedule 6 (**Pricing, Payment & Invoicing**).
 - 4.2.2 Any changes to the Service Charges agreed through the Change Control Procedure as a result of a change in scope or of the Services Requirements shall follow the same principles of cost allocation as in the Financial Model, unless the Parties expressly agree a different cost allocation.

- 4.3 If, at any time, the Parties agree that any cost in the Financial Model has not been allocated to the Service Charges in accordance with the provisions of this Schedule 6 (**Pricing, Payment & Invoicing**), then either Party shall have the right to request, through the Change Control Procedure, an adjustment of the Service Charges to reflect the correct cost allocation.

5. TRANSITION CHARGES

5.1 Introduction and Overview

- 5.1.1 The Transition Charges are payable by the Authority to the Supplier with respect to Transition.
- 5.1.2 The Transition Charges are separate with respect to each Country. For each Country, there is a Country Transition Charge.
- 5.1.3 For the avoidance of doubt, there are no separate Transition Charges at Regional level.

5.2 Cost Allocation

- 5.2.1 In the Financial Model, the Supplier's costs for Transition have been allocated to the Transition Charge.
- 5.2.2 The Supplier's cost for Transition, as allocated to the Transition Charge, includes operational and infrastructure costs (including management overhead, staff, utilities, recruitment, training, and marketing), "fit-out" costs to prepare the facilities to fulfil the Services Requirements (including fixtures and fittings, building configuration, technical equipment, purchase of consumables but excluding any such costs that are included in the lease charges) and all site acquisition costs (including staff costs, legal and agency fees, sub-contractor costs and expenses required to search for, evaluate, identify and approve facilities).
- 5.2.3 The Transition Charge includes the Supplier's costs incurred prior to (but not including) the Scheduled Country Commencement Month, and any interest charges applied to Monthly Payments. Supplier costs incurred from (and including) the Scheduled Country Commencement Month have been allocated to Service Charges for Free to Use Services other than Transition set out in the table at Section 1.3 above, and are not included in the Transition Charges.
- 5.2.4 For the avoidance of doubt, any costs incurred by the Supplier at Regional level with respect to Transition, have been allocated in the Financial Model among the Country Transition Charges within the relevant Region.
- 5.2.5 Assets purchased in Transition will be listed on the Asset List and defined on that list according to type as required by Section 14, identifying Authority rights of ownership.

5.3 Payment Method

- 5.3.1 Each Country Transition Charge is payable through a combination of Monthly Payments and a Milestone Payment (as applicable, in accordance with Annex 6-1).
- 5.3.2 Eighty percent (80%) of the Country Transition Charge is payable through the Monthly Transition Charges in accordance with Section 5.5 below, and twenty percent (20%) of the Country Transition Charge is payable through the Transition Milestone Payment in accordance with Section 5.4 below.

5.4 **Transition Milestone Payment**

- 5.4.1 The Transition Milestone Payment for each Country is set out in Annex 6-1. Subject to Section 5.4.2 below and provided that there are no Red Snags, the Supplier shall be entitled to invoice each Transition Milestone Payment at the next Invoicing Point following the occurrence of the Actual Country Commencement Date.
- 5.4.2 Part of each Transition Milestone Payment may be retained by the Authority in accordance with Section 5.8 below in order to account for any non-resolved Amber Snags and/or Temporary Waived Red Snags identified at the relevant Invoicing Point.

5.5 **Monthly Transition Charges**

- 5.5.1 The Monthly Transition Charge is set out in Annex 6-1. Subject to Section 5.5.2 below and provided that there are no Red Snags, for each Country, the Supplier shall be entitled to commence invoicing the Monthly Transition Charge for that Country from the next Invoicing Point following the Actual Country Commencement Month, and thereafter for each calendar month until the end of the Initial Term.
- 5.5.2 Part of each Monthly Transition Charge may be retained by the Authority in accordance with Section 5.8 below in order to account for any non-resolved Amber Snags and/or Temporary Waived Red Snags identified at the Actual Country Commencement Date.
- 5.5.3 The Monthly Transition Charges shall be invoiced each month in arrears at the Invoicing Point in the month following the calendar month for which they are invoiced.
- 5.5.4 In the event that, for any reason, the Actual Country Commencement Month is not the same month as the Scheduled Country Commencement Month, then the Supplier shall, at the same time as it becomes entitled to invoice the first Monthly Transition Charge for that Country in accordance with Section 5.5.1 also become entitled to invoice the Monthly Transition Charges for the months since the Scheduled Country Commencement Month.
- 5.5.5 Any outstanding retained Transition Milestone Payment and Monthly Transition Charge due to unresolved Temporary Waived Red Snags and/or Amber Snags shall be reviewed each month by both Parties, and shall become payable when the Parties agree that the relevant corresponding Temporary Waived Red Snag and/or Amber Snag has been resolved.

5.6 **Indexation**

Transition Charges are not subject to indexation.

5.7 **Cost review**

Unless agreed in accordance with the Change Control Procedure, Transition Charges are not subject to any cost review.

5.8 **Retention Percentage**

- 5.8.1 This Section 5.8 shall apply to both Amber Snags and Temporary Waived Red Snags.
- 5.8.2 If Amber Snags and/or Temporary Waived Red Snags exist at the Scheduled Commencement Date for one or more VACs, the Authority shall be entitled to retain a percentage of the Transition Milestone Payment and each Monthly Transition Charge for

each month such Snags remain unresolved (“Retention Percentage”). Subject to Section 5.8.3 below, the Retention Percentage shall be calculated as follows:

(i) **Amber Snags and Temporary Waived Red Snags**

Subject to Section 5.8.2(ii) below, in respect of the relevant VAC in the Country, the Retention Percentage that the Authority is entitled to retain from the Transition Milestone Payment and/or the Monthly Transition Charges (as applicable) in respect of:

- (a) each Amber Snag that exists at the Actual Commencement Date and/or at the Invoicing Point for the relevant month thereafter (as applicable) is ten percent (10%) of the VAC Amount at Risk (as such VAC Amount at Risk is described in Section 5.8.2(iii) below); and
- (b) each Temporary Waived Red Snag that exists at the Actual Commencement Date and/or at the Invoicing Point for the relevant month thereafter (as applicable) is one hundred percent (100%) of the VAC Amount at Risk (as such VAC Amount at Risk is described in Section 5.8.2(iii) below).

(ii) **Maximum Retention Percentage**

- (a) Single VAC: Irrespective of the number of Amber Snags and/or Temporary Waived Red Snags existing in the relevant VAC at the Actual Scheduled Commencement Date and/or at the Invoicing Point of the relevant month thereafter (as applicable), the maximum Retention Percentage that the Authority is entitled to retain from the Transition Milestone Payment and/or Monthly Transition Charges for such VAC shall be no greater than one hundred percent (100%) of the VAC Amount at Risk (as such VAC Amount at Risk is described in Section 5.8.2(iii) below).
- (b) Multiple VACs: If Amber and/or Temporary Waived Red Snags exist across a number of VACs at the Actual Commencement Date and/or at the Invoicing Point for the relevant month thereafter (as applicable), the maximum Retention Percentage that the Authority is entitled to retain from the Transition Milestone Payment and/or Monthly Transition Charges for all of such VACs shall be no greater than the Total Snag Amount at Risk (as such Total Snag Amount at Risk is described in Section 5.8.2(iii) below).

(iii) **VAC Amount at Risk**

Due to the different sizes of VAC in a Country, each VAC in the Country shall have its own separate maximum amount at risk (“VAC Amount at Risk”) in respect of any Amber Snags and/or Temporary Waived Red Snags that exist – which shall be calculated by as follows:

Total Snag Amount at Risk x VAC percentage of Total Floor Size = “VAC Amount at Risk”

Note 1: the “VAC percentage of Total Floor Size” is set out in Annex 6-5 (Management of Amber Snags)

Note 2: the “**Total Snag Amount at Risk**” is calculated as follows: under Section 5.3 above, the Transition Milestone Payment is twenty percent (20%) of the Country Transition Charge and the Monthly Transition Charges are eighty percent (80%) of the Country Transition Charges. The maximum Retention Percentage that can be retained by the Authority across all the VACs in the Country is fifty percent (50%) of the Transition Milestone Payment and/or fifty percent (50%) of the “relevant” Monthly Transition Charges for the relevant month depending on whether the relevant Snags exist on the Actual Scheduled Commencement Date and/or at the Invoicing Point for the relevant month thereafter (such maximum shall be known as the “**Total Snag Amount at Risk**”).

Example	
<i>Example of how the Retention Percentage would be calculated for a single VAC which has 3 Amber Snags at the Actual Scheduled Commencement Date</i>	<i>Assume the Country Transition Charge is £2,500,000. Therefore, 20% Transition Milestone Payment = £500,000; and 80% the “total” Monthly Transition Charges = £2,000,000 (note: for the purpose of this example, let’s assume that “each” Monthly Transition Charge for the remainder of the Term is £33,333 per month).</i>
Step 1: Calculate “ Total Snag Amount at Risk ” which is: 50% of the 20% Transition Milestone Payment; plus 50% of the 80% of the Monthly Transition Charges for the relevant Month	£250,000 = Total Snag Amount at Risk for the Transition Milestone Payment £16,667 = Total Snag Amount at Risk for the Monthly Transition Charges for the relevant month Total = £266,667
Step 2: Calculate “ VAC Amount at Risk ”	For the Transition Milestone Payment: <i>Total Snag Amount at Risk (£250,000) x VAC percentage of Total Floor Size (16%) = “VAC Amount at Risk” (£40,000)</i> For the Monthly Transition Charges <i>Total Snag Amount at Risk (£16,667) x VAC percentage of Total Floor Size (16%) = “VAC Amount at Risk” (£2,667)</i> Total - £42,667
Step 3: 3 Snags – each of which shall be 10% of the relevant VAC Amount at Risk	For the Transition Milestone Payment: 30% of £40,000 = £12,000 For the Monthly Transition Charges 30% of £2,667 = £800 The total Retention Amount = £12,800 <i>(note: If the same 3 Amber Snags remain outstanding by the Invoicing Point for the following month another £800 will be retained by the Authority, i.e., a total of £13,600 will be retained for the relevant VAC)</i>

- 5.8.3 The Retention Percentage shall be reviewed each month by the Parties, and the amount due to be invoiced each month will be reduced by the Retention Percentage amount. For Temporary Waived Red Snags only which have been resolved and provided there are no Amber Snags in respect of the relevant VAC, the Supplier shall be entitled to invoice the corresponding Retention Percentage amount relating to such resolved Temporary Waived Red Snags at the next Invoicing Point for such VAC. For Amber Snags only which have been resolved and provided there are no Temporary Waived Red Snags in respect of the relevant VAC, the Supplier shall be entitled to invoice the corresponding Retention

Percentage amount relating to such resolved Amber Snags at the next Invoicing Point for such VAC provided the total number of remaining Amber Snags is below ten (10) Amber Snags for such VAC.

6. INFRASTRUCTURE CHARGES

6.1 Introduction, Overview and Payment Method

6.1.1 The Infrastructure Charges are payable by the Authority to the Supplier with respect to the provision of Visa Applications Centres and the ancillary infrastructure required to support them.

6.1.2 The Infrastructure Charges are separate with respect to each Country. For each Country, there is a recurring Monthly Country Infrastructure Charge. The Monthly Infrastructure Charge for each Country is shown in the table headed 'Monthly Service Charges' in Annex 6-1.

6.2 Cost Allocation

6.2.1 In the Financial Model, the Supplier's costs for provision, maintenance and support of the physical infrastructure required to deliver the Services in each Country have been allocated to the relevant Monthly Country Infrastructure Charge. These costs include rental or leasing costs for property, network connectivity, standing charges for utilities, heating, power usage, water usage energy, waste disposal, property insurance costs and building maintenance costs. No costs or expenses relating to staff have been allocated in the Financial Model to the Country Infrastructure Charges.

6.3 Payment Method

The Monthly Infrastructure Charges for each Country are payable on a monthly basis as they accrue, in accordance with Section 6.4.

6.4 Monthly Infrastructure Charge

6.4.1 For each Country, the Monthly Infrastructure Charge shall accrue from (and shall include) the Actual Country Commencement Month, and thereafter for each calendar month during the Contract Term for so long as the Supplier provides the Services in that Country. For the avoidance of doubt, in the event of a Termination for Convenience the Monthly Infrastructure Charge shall be pro-rated for the number of Working Days in the final month of service delivery.

6.4.2 For each Country, the Supplier shall be entitled to commence invoicing the Monthly Infrastructure Charge for that Country from the next Invoicing Point following the Actual Country Commencement Month. For the avoidance of doubt, the Monthly Infrastructure Charge for the Actual Country Commencement Month shall be pro-rated for the number of Working Days in that Actual Country Commencement Month.

6.4.3 The Monthly Infrastructure Charges shall be invoiced each month in arrears at the Invoicing Point in the month following the calendar month for which they have accrued.

6.5 Indexation

Monthly Infrastructure Charges are subject to indexation in accordance with Section 11.

6.6 Cost Review

Unless agreed in accordance with the Change Control Procedure, Infrastructure Charges are not subject to any cost review

7. APPLICATION PROCESSING CHARGES

7.1 Introduction and Overview

7.1.1 The Application Processing Charges are payable by the Authority to the Supplier with respect to the provision of the Visa Application Services.

7.1.2 The Application Processing Charges are separate with respect to each Country. The Application Processing Charges are expressed as a single charge for each Visa Application Processed by the Supplier. The Application Processing Charges are set out in the table headed 'Monthly Service Charges' at Annex 6-1.

7.2 Cost Allocation

In the Financial Model, all of the Supplier's other operational costs for the provision of the Visa Application Services not included in the Transition Charges or the Infrastructure Charges have been allocated to the Application Processing Charges. These costs specifically include:

7.2.1 all staff and staff-related costs at country level, *i.e.* staff providing, supporting, managing or maintaining the delivery of the Visa Application Services, including all managerial staff with a country-specific role;

7.2.2 all Regional and central management of the Services (such as contract management, governance, subcontractor management, compliance and reporting)

7.2.3 all variable costs associated with the provision of the Services, including consumables; and

7.2.4 non-recoverable local taxes.

7.3 Payment Method

The Application Processing Charges are payable separately for each Country on a monthly basis as they accrue through the Monthly Application Processing Payments, in accordance with Section 7.4 below.

7.4 Monthly Application Processing Payments

7.4.1 For each Country, the Supplier shall be entitled to invoice the Monthly Application Processing Payments each calendar month in arrears at the Invoicing Point in the month following the calendar month for which the Application Processing Charges have accrued in that Country.

7.4.2 The Monthly Application Processing Payment invoiced in accordance with Section 7.4.1 above for each Country, shall be calculated by multiplying the Application Processing Charge rate for the Country by the number of Visa Applications Processed by the Supplier during the previous calendar month.

7.4.3 For the purposes of Section 7.4.2 above, a Visa Application is "processed" when the Visa Applicants Supporting Documents have been successfully delivered to the relevant Post.

7.4.4 The Supplier shall be entitled to commence invoicing the Monthly Application Processing Payments for a Country in accordance with Section 7.4.1 above from the next Invoicing Point following the Actual Country Commencement Month.

7.5 **Indexation**

7.6 Monthly Application Processing Payments are subject to indexation in accordance with Section 11.

7.7 **Cost Review**

7.7.1 For the avoidance of doubt, the Application Processing Charges are determined as at the Effective Date, and Supplier bears the risk of cost fluctuations and such risk has been accounted for in the in the Financial Model. Save as expressly provided for in this Section 7.7 or any other provision of this Agreement, no changes will be made to the Application Processing Payments as a result of changes in the underlying cost of the Supplier.

7.7.2 The average weight of a bundle of documents for couriering, outgoing and incoming, shall be taken as the current average weight listed at Annex 6-3.

7.7.3 Average weights of couriered documents will be reviewed by the Parties six (6) months after the Commencement Date and thereafter at least annually at the same time as the inflation review, or at the time any new policy causes a reduction or increase in average courier weights of more than 20%. The newly calculated average weight of couriered documents will be used to adjust the Application Processing Charge using the Change Control Procedure.

8. **INTERVIEW FACILITATION CHARGES**

8.1 **Introduction and Overview**

8.1.1 The Interview Facilitation Charges are payable by the Authority to the Supplier with respect to the provision of the Interviewing Services.

8.1.2 The Interview Facilitation Charges are separate with respect to each Country. For each Country, there is a recurring Monthly Country Interview Facilitation Charge. The Monthly Country Interview Facilitation Charge for each Country is shown in the table headed 'Monthly Service Charges' in Annex 6-1.

8.2 **Cost Allocation**

In the Financial Model, all of the Supplier's other operational costs for the provision of the Visa Application Services not included in the Transition Charges or the Infrastructure Charges or the Application Processing Charges have been allocated to the Interview Facilitation Charges. These costs specifically include:

8.2.1 all staff and staff-related costs at country level, *i.e.* staff providing, supporting, managing or maintaining the delivery of the Interview Facilitation Services, including all managerial staff with a country-specific role;

8.2.2 all Regional and central management of the Services (such as contract management, governance, subcontractor management, compliance and reporting)

8.2.3 all variable costs associated with the provision of the Interview Facilitation Services, including consumables;

8.2.4 non-recoverable local taxes.

8.3 **Payment Method**

The Interview Facilitation Charges are payable separately for each Country on a monthly basis as they accrue, in accordance with Section 7.4 above.

8.4 **Interview Facilitation Charges**

8.4.1 For each Country, the Monthly Country Interview Facilitation Charge shall accrue from (and shall include) the Actual Country Commencement Month, and thereafter for each calendar month during the Contract Term for so long as the Supplier provides the Interview Services in that Country. For the avoidance of doubt, in the event of a Termination for Convenience the Monthly Country Interview Facilitation Charge shall be pro-rated for the number of Working Days in the final month of service delivery.

8.4.2 For each Country, the Supplier shall be entitled to commence invoicing the Monthly Country Interview Facilitation Charge for that Country from the next Invoicing Point following the Actual Country Commencement Month. For the avoidance of doubt, the Monthly Country Interview Facilitation Charge for the Actual Country Commencement Month shall be pro-rated for the number of Working Days in that Actual Country Commencement Month.

8.4.3 The Monthly Country Interview Facilitation Charges shall be invoiced each month in arrears at the Invoicing Point in the month following the calendar month for which they have accrued.

8.5 **Indexation**

The Monthly Country Interview Facilitation Charges are subject to indexation in accordance with Section 11.

8.6 **Cost Review**

Unless agreed in accordance with the Change Control Procedure, Interview Facilitation Charges are not subject to any cost review

9. **PROJECTED APPLICATION VOLUMES AND MAXIMISED CAPACITY**

9.1 The Authority's Baseline Volumes are provided by the Authority as set out in Annex 6-2. The Supplier acknowledges that it used the Authority's Baseline Volumes to create the Supplier's Maximised Capacity for each VAC. As at the Effective Date, the Supplier's Solution, including the size/capacity of the VACs, shall be capable of processing Visa Applications up to the monthly Supplier's Maximised Capacity at each VAC during the Initial Term. If the local Post raises concerns through the governance procedures in Schedule 8 (**Governance and Contract Management**) that the relevant local VAC is being operated for prolonged periods at or above the monthly Supplier's Maximised Capacity, the Parties shall meet to discuss and review the volumes being processed at the relevant VAC. Any resolution agreed by the Parties in respect of addressing such volume concerns raised by the Post shall be agreed in accordance with the Change Control Procedure.

9.2 The Supplier acknowledges that if the Supplier's Solution (including the size of the VACs), as set out at the Effective Date, fails to deliver the Supplier's Normal Capacity and/or Supplier's Maximised Capacity each month from the relevant Commencement Date, such failure shall be at the Supplier's risk and shall be corrected by the Supplier, at the Supplier's cost (including if such correction means moving to a different location should this be agreed by the Authority).

- 9.3 If the number of Visa Applications processed at a VAC exceeds the monthly Supplier's Maximised Capacity for such VAC in the relevant Contract Year, the Supplier will remain under the obligation to provide the Supplier's Solution (including the size/capacity of the VACs) at the Supplier's Maximised Capacity each month for the relevant VAC in accordance with the Service Levels for the Service Charges as set out in this Schedule 6.
- 9.4 If the number of Visa Applications processed at a VAC in any one month exceeds the Supplier's Maximised Capacity, the Supplier shall promptly notify the Authority and the Parties shall promptly meet and review the situation. The outcome of such review shall be one of the following:
- 9.4.1 the Parties agree that the reaching of such Supplier's Maximised Capacity was a seasonal effect and volumes are likely to recede again, and no further action is taken;
- 9.4.2 the Parties agree that the exceeding of such Supplier's Maximised Capacity is likely to be a frequent or permanent issue. In this case, the Authority will, at its discretion require the Supplier either to:
- (a) move to a bigger VAC, and the detailed implications of such move, including a transition timetable and an appropriate adjustment to the Service Charges in relation to the relevant Country will be dealt with under the Change Control Procedure; or
- (b) require the Supplier to continue to operate the relevant VAC at Supplier's Maximised Capacity, extending opening hours.
- 9.5 In the period following notification of the exceeded monthly Supplier's Maximised Capacity in accordance with Section 9.4, until the implementation of a Change in accordance with Section 9.4.2(a) above, or in the case of Section 9.4.2(b) above, for as long as the number of Visa Applications Processed at the VAC continue to exceed 95% of the Supplier's Maximised Capacity each month:
- 9.5.1 the Supplier shall admit any Visa Applicants to the VAC over and above the monthly Supplier's Maximised Capacity;
- 9.5.2 the Authority shall compensate the Supplier for 50% of all reasonable increased costs, losses demonstrable and reasonable additional costs, losses and expenses relating to the increased burden upon the relevant VAC centres including, additional staff required to maintain the required levels of security, to reject Visa Applicants in excess of the monthly Supplier's Maximised Capacity and or in the event of neighbouring complaints or claims due to excess queuing outside of the VAC; and
- 9.5.3 the non-critical SLA in respect of the non-critical Application Processing SLA (NCSL9 – Application Processing at Annex 7-2) shall not apply. The relief under this Section 9.5.3 shall also apply if NCSL9 is changed from a Non-Critical Service Level to a Critical Service Level under Section 5.2.2 of Schedule 7 (**Service Levels and Service Credits**).
- 9.6 If the number of Visa Applications at a VAC exceeds the monthly Supplier's Maximised Capacity for such VAC for six consecutive months, then the Supplier shall promptly notify the Authority and the Parties shall promptly meet and review the situation. The outcome of such review shall be that the Supplier shall propose a business plan for increasing the size of the relevant VAC, including the possibility of moving to a bigger VAC. Any resulting changes agreed by the Parties will be carried out in accordance with the Change Control Procedure save that it is agreed that if total volume of Visa Applicants Processed for that VAC over the relevant 6 month period is less than the corresponding pro-rata six (6) month volume of the annual Authority's Projected Volume for VAC, any costs relating to increasing the size of the VAC or

transitioning to a bigger VAC shall be solely to the Supplier's account. Once the relevant resolution agreed under the Change Control Procedure as described in this Section 9.6 is in place, the provisions of Section 9.5 above shall cease to apply.

10. DELAYS TO COMMENCEMENT DATES DUE TO RELIEF EVENT

- 10.1 Subject to Clause 47.2 of the Terms and Conditions, if the Supplier would have been able to achieve the Scheduled Country Commencement Month in a Country or the Scheduled Region Commencement Month in a Region ("**Commencement Delay**"), then solely to the extent it has failed to do so as a result of a Relief Event specifically relating to the relevant Commencement Delay, the Supplier will have the relief set out in Section 10.2 below.
- 10.2 To the extent the Supplier has incurred any direct loss and/or expenses as a result of a Commencement Delay due to a Relief Event, the Supplier shall be entitled to compensation for such costs or expenses reasonably and properly incurred to the extent that it cannot mitigate that loss or expense. The Supplier shall provide the Authority with any information that it may require in order to assess the validity of the Supplier's claim to compensation.
- 10.3 If the Supplier is entitled to compensation in accordance with Section 10.2 above, then such compensation shall be determined on the basis of:
- 10.3.1 in the case of a delay to the Scheduled Country Commencement Month, the costs allocated in the Financial Model to the Monthly Infrastructure Charge for that Country in accordance with Section 6.2 above, to the Application Processing Charges for that Country in accordance with Section 7.2 above and to the Interview Facilitation Charges in accordance with Section 7.2 above; and
- 10.3.2 to the extent that such costs or expenses were actually and reasonably incurred during the Commencement Delay, subtracting the costs or expenses which the Supplier has or could reasonably have mitigated, including in light of an advance notification given by the Authority that a Commencement Delay due to a Relief Event is likely to occur. Any dispute in relation to the amount of such compensation shall be resolved through the Dispute Resolution Procedure.
- 10.4 Where a Commencement Delay is attributable in part to the Supplier's Default and in part to a Relief Event, the Parties shall negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the Commencement Delay. The Parties agree that the amount of any liquidated damages pursuant to Clause 19 of the Terms and Conditions and any compensation payable pursuant to Section 10.2 above shall be recoverable subject to equitable reductions to reflect the extent to which the Authority or the Supplier respectively has contributed to the Commencement Delay. If necessary, the Parties may escalate the matter in accordance with the Dispute Resolution Procedure.

11. INDEXATION

- 11.1 Indexation of Infrastructure Charges, Application Charges, and Interview Facilitation Charges shall be governed by the following provisions. For the avoidance of doubt:
- 11.1.1 Indexation shall not apply until the Contract Year beginning 1 April 2015; and
- 11.1.2 inflation may increase or decrease.
- 11.2 An adjustment for indexation of the Monthly Infrastructure Charge in each Country, the Application Processing Charge for each Country, and the Monthly Country Interview Facilitation Charge shall be made in the month before the beginning of each Contract Year with effect from

the beginning of that Contract Year, the first such adjustment to be made at the beginning of the Contract Year commencing 1 April 2015.

- 11.3 The adjustment pursuant to Section 11.2 shall be made by adjusting the Service Charges allocated in the Financial Model to each of the Payment Streams the Charge for the relevant Country as follows:

$$\text{Service Charges}_n \times \frac{\text{Index}_{n-1}}{\text{Index}_{n-2}}$$

(subject to Section 10.1.2) where:

“Service Charges_n” means the Service Charges in any contract year (n)

“**Index**” means the figure published by the International Monetary Fund (IMF) for the United Kingdom as part of the World Economic Outlook Database as “Inflation, Consumer Prices”, as published annually in October on www.imf.org;

“**Index**_{n-1}” is the value of the UK Index published or determined with respect to the first calendar year preceding the Contract Year the indexing is applied ; and

“**Index**_{n-2}” is the value of the UK Index published or determined with respect to the second calendar year preceding the Contract Year the indexing is applied.

- 11.4 For the avoidance of doubt, no other changes shall be made to the Financial Model as part of this indexation process and no change shall be made to the relative or absolute amount of costs allocated in the Financial Model to the Infrastructure Charges, Application Charges, and Interview Facilitation Charges.
- 11.5 Following the adjustment of the Infrastructure Charges, Application Charges, and Interview Facilitation Charges in accordance with Section 11.3, the adjusted Monthly Infrastructure Charge in each Country, the Application Processing Charge for each Country, and the Monthly Country Interview Facilitation Charge for each Country shall apply from the first calendar month of the Contract Year immediately following the indexation adjustment.

Indexation for Contract Change Notices

- 11.6 Contract Change Notes signed in relation to all Free To Use Service Charges in the second half of a Contract Year will not be subject to an indexation event at the end of that Contract Year. For example, the following indexation shall be applied for a CCN signed within a Contract Year:
- 11.6.1 if the Contract Change Note is agreed between and including 1 April and 30 September of the preceding Contract Year, then the charges attributable to the change will be included in the calculation in Section 11.3; for the then current year, and
- 11.6.2 if the Contract Change Note is agreed between and including 1 October and the 31 March of the preceding year, then the charges attributable to the change will not be included in the calculation in Section 11.3 for the then-current Contract Year.

12. COMPENSATION PAYMENT

- 12.1 The Compensation Payment payable pursuant to Clause 45.1.2 (Termination) of the Terms and Conditions shall be calculated as the sum of:
- 12.1.1 the Unrecovered Transition Payments;

- 12.1.2 the Redundancy Costs;
- 12.1.3 the Breakage Costs, if any; and
- 12.1.4 the Profit Recovery Payment, if any.

12.2 Unrecovered Transition Payments

- 12.2.1 Unrecovered Transition Payments are part of the Compensation Payment only in the event of removal of an entire Country or Region from the scope of the Agreement such that no further Services will be provided by the Supplier in one or more Countries. In all other cases, where the Supplier continues to provide Services in a Country, the Monthly Transition Charges for that Country will continue as set out in Section 5.5 above, and consequently, no Unrecovered Transition Payments are included in the Compensation Payment.
- 12.2.2 For the purpose of Section 12.1.1 above, where a termination for which a Compensation Payment is payable pursuant to the Terms & Conditions results in the removal of one or more Countries from the scope of the Agreement, the “**Unrecovered Transition Payments**” shall be the sum total of the Monthly Transition Charges pursuant to Section 5.5 above for the period between the Termination Date and the end of the Initial Term, discounted in accordance with Section 12.2.3 below.
- 12.2.3 The Unrecovered Transition Payment determined in accordance with Section 12.2.2 above, shall be discounted to take into account the accelerated receipt by the Supplier of such payment. The discounting basis shall be the removal of all interest charges, debt servicing and cost-of-money charges reflected in the Financial Model effective as at the date when the Compensation Payment is due.

12.3 Redundancy Costs

For the purpose of Section 12.1.2 above, the “**Redundancy Costs**” shall mean all amounts paid to and/or non-cash benefits provided to or in respect of any of the Supplier’s employees on a redundancy which is a direct result of the of the termination, which amounts shall include:

- 12.3.1 statutory redundancy pay;
 - 12.3.2 any enhanced redundancy or severance payment made pursuant to any contractual entitlement, provided that such entitlement existed as at the Effective Date;
 - 12.3.3 any amount paid in lieu of notice;
 - 12.3.4 any tax or social security contribution in respect of any of the amounts set out above;
 - 12.3.5 any amount awarded by any court of competent jurisdiction which arises in connection with the redundancy provided such award is not as result of VFS carrying out the redundancy in a manner which breaches any laws applicable to such redundancy
- but shall exclude:
- 12.3.6 any amount awarded by any court of competent jurisdiction which arises out of or in connection with the manner in which the redundancy was carried out as being in breach of the laws applicable to such redundancy; and
 - 12.3.7 any amount which is payable in connection with the employee’s membership of a pension or retirement benefit scheme.

and which could not have been mitigated by the Supplier using Commercially Reasonable Efforts to re-deploy such personnel to the provision of any continuing Services under this Agreement or otherwise within the Supplier's organisation.

12.4 Breakage Costs

12.4.1 For the purpose of Section 12.1.3 above, if less than twelve (12) months' notice is given by the Authority for a Termination for Convenience, "**Breakage Costs**" shall be the Supplier's costs payable for early termination of any subcontracts (including but not limited to Supplier Subcontracts) entered into by the Supplier (or by Supplier Group Companies with third party vendors on behalf of the Supplier) prior to receipt of the termination notice, which are incurred by the Supplier directly as a result of the termination of this Agreement and which:

- (a) would not have been incurred had the Agreement continued (or, in the event of a partial Termination for Convenience, the applicable Services had continued to be supplied) until its natural (or contracted) expiry; and
- (b) are unavoidable, proven, reasonable, and not reasonably capable of recovery; and
- (c) are incurred under subcontracts that are consistent with terms that have been entered into in the Ordinary Course of Business and on reasonable commercial terms, including where possible, subject to Section 12.4.3 below a right to give break notice on 12 months' (or less) notice. Terms included in subcontracts that are in accordance with Schedule 12 (**Subcontractors**) are deemed to be in compliance with this Section 12.4.1(c);
- (d) do not relate to contracts or subcontracts with Affiliates of the Supplier.

12.4.2 The Supplier agrees to make Commercially Reasonable Efforts to take all steps to minimise and mitigate the Breakage Costs by terminating the subcontracts entered into with third parties in relation to the Services at the earliest possible date without breach or where contractually permitted, and, where required by the Authority, assigning such contracts to the Authority or a third party nominated by the Authority.

12.4.3 For the purpose of Section 12.1.3 above, if at least 12 months' notice is given by the Authority for a Termination for Convenience, the "**Breakage Costs**" shall be nil, except in relation to those Supplier Subcontracts where the Supplier has not been able to negotiate a right to give break notice on twelve (12) months' notice, and the Supplier has notified the Authority thereof at the time of entering into the Supplier Subcontract, and the Authority has expressly agreed to waive such requirement. The Breakage costs in relation to such Supplier Subcontracts shall be determined in accordance with Section 12.4.1 above.

12.5 Profit Recovery Payment

12.5.1 For the purpose of Section 12.1.4 above, if less than 12 months' notice is given by the Authority for a Termination for Convenience, the "**Profit Recovery Payment**" shall be the Forecast Profits for the difference of the period of 12 months and the actual number of months' notice given (the "**Compensation Period**").

12.5.2 "**Forecast Profits**" for the purpose of Section 12.5.1 above shall be the Supplier's net profit shown in the Financial Model, calculated on a pre-tax basis, based on the forecast volume of processed Visa Applications, for the relevant Countries for the Contract Year in which the Termination Date falls, but excluding any profit relating to Transition. Such Forecast Profits shall be pro-rated to the Compensation Period. In the event of a

Termination not resulting in the removal of an entire Country from the scope of the Agreement, *i.e.*, where the Supplier continues to provide Services in the relevant Country, the Forecast Profits shall be pro-rated by an equitable amount to account only for those parts of the Services and/or those VACs within the Country that have been Terminated.

- 12.6 The Profit Recovery Payment determined in accordance with Sections 12.5.1 and 12.5.2 above shall be discounted to take into account the accelerated receipt by the Supplier of such payment. The discounting rate shall be two (2) percentage points above the Base Rate effective as at the date when the Compensation Payment is due.
- 12.7 The Profit Recovery Payment determined in accordance with Sections 12.5.1 and 12.5.2 shall be discounted to the extent of 50% of the Net Profit value from User Pays Services in that Country in the preceding 6 or 12 months, where such Net Profit from User Pays Services has exceeded 50% of projected profit.
- 12.8 For the purpose of Section 12.1.4 above, if at least 12 months' notice is given by the Authority for a Termination for Convenience, the "**Profit Recovery Payment**" shall be nil.

12.9 **Full and Final Settlement**

Once the Compensation Payment amount has been agreed by both Parties pursuant to the Dispute Resolution Procedure, litigation or otherwise, and paid in full, any such Compensation Payment paid in accordance with this Schedule 6 (**Pricing, Payment & Invoicing**) and the Terms and Conditions shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any Termination for Convenience by the Authority, and the Supplier shall (other than in the case of fraud or manifest error) be excluded from all other rights and remedies it would otherwise have been in respect of any such termination.

13. **VALUE FOR MONEY**

- 13.1 The method by which the Authority will derive value for money is described in Schedule 20 (**Continuous Improvement**), whereby the Authority receives a share in any Gain Share Amount which is made from changes to/efficiencies realised in the provision of the Services during any Gain Share Calculation Period.

14. **ASSET LIST**

- 14.1 The Supplier shall maintain a list of the Assets used in the fulfilment of the Services Requirements. The Parties shall agree the level of detail and content of such Asset list including the categories or types of Assets to be included or excluded from the list.
- 14.2 The list will define the status of the Asset, whether a Shared Asset or an Exclusive Asset, and how the Assets will be accounted for.
- 14.3 The Supplier shall provide the list of Assets used in the fulfilment of the Services Requirements, as maintained in accordance with Clause 23 of the Terms and Conditions, to the Authority within one (1) month of the Actual Commencement Date for the respective Country.
- 14.4 The Parties shall agree the level of detail and content to be provided by the Supplier in connection with the list referred to in this Section 14 and Annex 6-4, and where relevant the detail will include.
- 14.4.1 original purchase price and date of purchase;
- 14.4.2 the level of depreciation to date;

- 14.4.3 the depreciation method and period;
 - 14.4.4 any leasing or other finance arrangements in place;
 - 14.4.5 the existing status of ownership of legal title;
 - 14.4.6 identification of Assets owned by the Authority, paid for as part of the Transition Charges;
 - 14.4.7 whether the Assets are used solely in the fulfilment of the Services Requirements;
 - 14.4.8 IT equipment and software transfer;
 - 14.4.9 non-IT equipment transfer;
 - 14.4.10 transfer/novation and expiry of software licences;
 - 14.4.11 escrow arrangements;
 - 14.4.12 apportionment and reconciliation of fees paid for any licences; and
 - 14.4.13 any other relevant information.
- 14.5 The Supplier shall only make changes to the list of Assets provided by the Supplier as and when Asset changes are required in order to continue the fulfilment of the Services Requirements in the Ordinary Course of Business.

15. ALL SERVICES

For the avoidance of doubt, Sections 16 to 17 below apply to all Free To Use Services and User Pays Services.

16. ASSUMPTIONS

For the avoidance of doubt, any changes to or adjustment of the Service Charges may only be made in accordance with one of the change or adjustment mechanisms set out in this Schedule 6 (or, in relation to User Pays Services, Schedule 23 (**User Pays Services**)) or otherwise as expressly agreed in accordance with the Change Control Procedure. Any assumptions raised or made by Supplier in its Tender Response or otherwise as part of the procurement process will not give rise to a right for the Supplier to seek an increase to the Service Charges.

17. CHANGE OF SCOPE

- 17.1 Any potential change to the Service Charges as a result of a change of geographic scope of the Services or a change to the Business Requirements shall be dealt with through the Change Control Procedure.

18. INVOICING PROCEDURE

- 18.1 This Section 18 sets out the method by which the Supplier shall raise invoices to the Authority for payment, together with the requirements which apply to such invoices, and the payment terms thereof.

18.2 Pro Forma Invoice

The Supplier shall prepare and provide to the Authority for approval a draft pro forma invoice within ten (10) Working Days of the Effective Date which shall include, as a minimum, the details set out in Section 18.4.2 together with such other information as the Authority may reasonably require. If the draft pro forma invoice is not approved by the Authority, then the Supplier shall make such amendments as may be reasonably required by the Authority.

18.3 Invoicing Cycle

18.3.1 The Supplier shall provide Visa Application volume figures for all VACs and Post VACs, together with volumes for Priority and Super Priority Visas and for Premium Lounges, for all the Countries in each Region by the fifth day of the calendar month.

18.3.2 The Authority shall use this data to create a Charging Schedule, derived from the Financial Model and other additions and deductions due, in accordance with the Agreement before the Invoicing Point.

18.3.3 The Supplier shall invoice the Service Charges on a calendar monthly basis, according to the agreed Charging Schedule:

- (a) by the 15th day of each current calendar month in relation to the Transition Charges, the Infrastructure Charges and the Interview Facilitation Charges, and
- (b) in arrears and for the previous calendar month in relation to all other Charges.

18.3.4 On a calendar quarterly basis, as provided in Section 8.6 of Schedule 23 (**User Pays Services**), the Supplier shall include in its invoice for the preceding month an adjustment to take account either of the rebate due to the Authority or increment due to the Supplier in relation to the volume of use of User Pays VAC Services in each Region during the preceding calendar quarter.

18.3.5 At the Invoicing Point, the Supplier shall issue a single invoice in accordance with Section 18.4 below for the Service Charges equal to the Service Charges described in the Charging Schedule for that month.

18.3.6 The Supplier shall provide validated volumes derived from management information reporting system (Schedule 14 (**Management Systems and Reporting**)), approved by the Authority, for the Authority to reconcile with the figures reported for the purposes of creating the monthly Charging Schedule in accordance with Section 18.3.2, and make any further adjustment to a subsequent Charging Schedule. The Authority will review on a monthly basis and apply the adjustment periodically.

18.4 Supplier Invoices

18.4.1 The Supplier shall be entitled to raise an invoice in respect of any payments which falls payable to the Supplier pursuant to the Agreement and in particular pursuant to this Schedule 6.

18.4.2 The Supplier shall ensure that each invoice contains the following information:

- (a) the date of the invoice;
- (b) a unique invoice number;
- (c) the calendar month to which the relevant Service Charges relate;

- (d) details of the correct Agreement reference;
- (e) the methodology applied to calculate the Service Charges and the supporting calculations based on the methodology applied;
- (f) details of any indexation applied pursuant to Section 10;
- (g) any Milestone Payments due in respect of achievement of a Milestone;
- (h) the total Service Charges gross and net of any applicable deductions properly chargeable to the Authority under the terms of the Agreement and, separately, any VAT or other sales tax payable in respect of the same;
- (i) details of any Service Credits or liquidated damages or similar deductions that shall apply to the Charges detailed on the invoice;
- (j) details of any credits or incremental payments resulting from User Pays Services in accordance with Schedule 23 (**User Pays Services**), or credits against Service Charges arising from the Change Control Procedure;
- (k) reference to any Reports required by the Authority in respect of the Services to which the Service Charges detailed on the invoice relate (or in the case of Reports issued by the Supplier for validation by the Authority, then to any such Reports as are validated by the Authority in respect of the Services);
- (l) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
- (m) the banking details for payment to the Supplier via electronic transfer of funds (*i.e.*, name and address of bank, sort code, account name and number).

18.4.3 It is acknowledged and agreed that the Services are subject to VAT and that the Authority is entitled to recover the VAT on all services except for Interview Facilitation Charges. The Parties shall keep this under review and amend the basis of invoicing to reflect any changes in the legal position regarding the charging and recovery of VAT.

18.4.4 Each invoice shall at all times be accompanied by sufficient information ("**Supporting Documentation**") as reasonably requested by the Authority to enable the Authority reasonably to assess whether the Service Charges detailed thereon are properly payable. Any such assessment by the Authority shall not be conclusive. The Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.

18.4.5 The Supplier shall submit all invoices and Supporting Documentation in such format as the Authority may specify from time to time to:

The Authority (for the attention of the Commercial Manager) at the Authority's head office, London

with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

18.4.6 All Supplier invoices shall be expressed in sterling.

18.4.7 The Authority shall only regard an invoice as valid if it complies with the provisions of this Section 18. Where any invoice does not conform to the Authority's requirements set

out in Sections 18.3 and 18.4.2 above, the Authority may return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the same.

- 18.5 Subject to compliance of the invoice with the provisions of this Section 18, the Authority shall make payment to the Supplier on the payment terms set out in Clause 17.3 of the Terms and Conditions.

19. CONTRACT EXTENSION

If the Contract Term is extended beyond the Initial Term in accordance with Clause 7.2 of the Terms and Conditions, the Parties shall review the Service Charges and, using the Financial Model, the Parties shall then calculate and in good faith agree the revised Service Charges for the period of such extension based upon the Supplier's actual or reasonably predicted costs of fulfilling the Services Requirements during the period of such extension. This review process may result in the Service Charges being increased or decreased. If agreement is not reached before such extension, payment shall continue on the basis of the Service Charges applicable to the preceding year, as adjusted for inflation in accordance with this Schedule 6, until agreement or resolution.

ANNEX 6-1
FINANCIAL MODEL
<REDACTED>

ANNEX 6-2

BASELINE APPLICATION VOLUMES

Region	Country	Location	Annual Volume
Africa	Ethiopia	Addis Ababa	4,024
Africa	Ghana	Accra	33,894
Africa	Kenya	Nairobi	16,854
Africa	Nigeria	Abuja	58,716
Africa	Nigeria	Lagos Ikeja	77,997
Africa	Nigeria	Lagos Lekki	43,167
Africa	South Africa	Cape Town	28,693
Africa	South Africa	Durban	16,138
Africa	South Africa	Johannesburg	38,587
Africa	South Africa	Port Elizabeth	5,848
Africa	South Africa	Pretoria	18,835
Africa	Uganda	Kampala	8,262
Africa	Zimbabwe	Harare	7,714
Africa	Angola	Luanda	3,578
Africa	Cameroon	Yaounde	4,069
Africa	Mauritius	Port Louis	1,660
Africa	Senegal	Dakar	2,010
Africa	The Gambia	Banjul	3,941
Africa	Tanzania	Dar es Salaam	5,725
Africa	Sierra Leone	Freetown	3,697
Africa	Democratic Republic of Congo	Kinshasa	2,404
Africa	Zambia	Lusaka	4,186
Africa	Rwanda	Kigali	944
Africa	Botswana	Gaborone	886
Africa	Kenya	Mombasa	3,000
Africa	South Sudan	Juba	500
Africa	Ivory Coast	Abidjan	1,000
Africa	Madagascar	Antananarivo	160
Africa	Mozambique	Maputo	835
Africa	Namibia	Windhoek	370
Africa	Malawi	Lilongwe	2,105
Americas & Asia Pacific	Bermuda	Dept of Immigration Bermuda	1
Americas & Asia Pacific	Brazil	Rio De Janeiro	1,740
Americas & Asia Pacific	Brazil	Sao Paulo	2,478
Americas & Asia Pacific	Colombia	Bogota	19,902
Americas &	Indonesia	Jakarta	30,408

Asia Pacific			
Americas & Asia Pacific	Jamaica	Kingston	10,108
Americas & Asia Pacific	Japan	Osaka	2,903
Americas & Asia Pacific	Japan	Tokyo	8,311
Americas & Asia Pacific	South Korea	Seoul	8,545
Americas & Asia Pacific	Malaysia	Kuala Lumpur	11,056
Americas & Asia Pacific	New Zealand	Immigration New Zealand	5,925
Americas & Asia Pacific	Philippines	Manila	36,650
Americas & Asia Pacific	Singapore	Singapore	10,928
Americas & Asia Pacific	Thailand	Bangkok	59,643
Americas & Asia Pacific	Vietnam	Hanoi	7,924
Americas & Asia Pacific	Argentina	Buenos Aires	931
Americas & Asia Pacific	Bolivia	La Paz	635
Americas & Asia Pacific	Chile	Santiago	1,032
Americas & Asia Pacific	Mexico	Mexico City	2,488
Americas & Asia Pacific	Peru	Lima	3,965
Americas & Asia Pacific	UK (Ascension Island)	Ascension	1
Americas & Asia Pacific	UK (Falklands Islands)	Falklands	8
Americas & Asia Pacific	UK (St Helena)	St Helena	1
Americas & Asia Pacific	United States of America	New York Visa Section	75,450
Americas & Asia Pacific	Venezuela	Caracas	1,382
Americas & Asia Pacific	Brazil	Brasilia	444
Americas & Asia Pacific	Colombia	Medellin	900
Americas & Asia Pacific	Colombia	Cali	900
Americas & Asia Pacific	Ecuador	Guayaquil	565
Americas & Asia Pacific	Ecuador	Quito	1655
Americas & Asia Pacific	Panama	Panama City	256
Americas & Asia Pacific	Grand Cayman	Georgetown	300
Americas & Asia Pacific	Bahamas	Nassau	300
Americas & Asia Pacific	Philippines	Cebu	4,000

Americas & Asia Pacific	Dominican Republic	Santo Domingo	1,108
Americas & Asia Pacific	Guyana	Georgetown	794
Americas & Asia Pacific	St Lucia	Castries	238
Americas & Asia Pacific	Barbados	Bridgetown	969
Americas & Asia Pacific	Mongolia	Ulaanbaatar	1,658
Americas & Asia Pacific	Burma	Rangoon	1,652
Americas & Asia Pacific	Cambodia	Phnom Penh	645
Americas & Asia Pacific	Brunei	Bandar Seri Begawan	2,045
Americas & Asia Pacific	Fiji	Suva	680
Americas & Asia Pacific	Indonesia	Bali	2,000
Americas & Asia Pacific	Malaysia	Sabah	360
Americas & Asia Pacific	Malaysia	Sarawak	360
Americas & Asia Pacific	Papua New Guinea	Port Moresby	70
Americas & Asia Pacific	Vietnam	Ho Chi Minh City	3,375
China & Taiwan	China	Beijing	78,087
China & Taiwan	China	Chengdu	6,866
China & Taiwan	China	Chongqing	5,536
China & Taiwan	China	Fuzhou	4,795
China & Taiwan	China	Guangzhou	35,578
China & Taiwan	China	Hangzhou	11,609
China & Taiwan	China	Hong Kong	15,528
China & Taiwan	China	Jinan	5,477
China & Taiwan	China	Nanjing	8,152
China & Taiwan	China	Shanghai	54,751
China & Taiwan	China	Shenyang	8,168
China & Taiwan	China	Shenzen	10,111
China & Taiwan	China	Wuhan	6,623
China & Taiwan	Taiwan	Taipei	4,952
Euro-Med	Algeria	Algiers	13,718
Euro-Med	Belarus	Minsk	9,033
Euro-Med	Egypt	Alexandria	5,114
Euro-Med	Egypt	Cairo	33,264
Euro-Med	France	Paris	27,965
Euro-Med	Germany	Dusseldorf	16,190
Euro-Med	Gibraltar	Govt of Gibraltar	101
Euro-Med	Irish Republic	Dublin	10,160
Euro-Med	Italy	Rome	13,705

Euro-Med	Jordan	Amman	15,824
Euro-Med	Kazakhstan	Almaty	15,717
Euro-Med	Lebanon	Beirut	13,712
Euro-Med	Libya	Tripoli	109
Euro-Med	Morocco	Rabat	11,290
Euro-Med	Russian Federation	Ekaterinburg	10,258
Euro-Med	Russian Federation	Moscow	135,746
Euro-Med	Russian Federation	Novosibirsk	5,498
Euro-Med	Russian Federation	Rostov	6,845
Euro-Med	Russian Federation	St. Petersburg	25,262
Euro-Med	Serbia	Belgrade	14,050
Euro-Med	Spain	Madrid	6,261
Euro-Med	Sweden	Stockholm	3,910
Euro-Med	Switzerland	Zurich	5,063
Euro-Med	Turkey	Ankara	18,953
Euro-Med	Turkey	Bursa	2,520
Euro-Med	Turkey	Gaziantep	5,240
Euro-Med	Turkey	Istanbul	60,819
Euro-Med	Turkey	Izmir	9,215
Euro-Med	Ukraine	Kiev	39,481
Euro-Med	Sudan	Khartoum	7,078
Euro-Med	Tunisia	Tunis	7,363
Euro-Med	Belgium	Brussels	4,500
Euro-Med	Netherlands	Amsterdam	3,780
Euro-Med	Portugal	Lisbon	780
Euro-Med	Denmark	Copenhagen	3,075
Euro-Med	Norway	Oslo	2,259
Euro-Med	Estonia	Tallinn	475
Euro-Med	Finland	Helsinki	1,036
Euro-Med	Kazakhstan	Astana	500
Euro-Med	Kazakhstan	Atyrau	1,500
Euro-Med	Latvia	Riga	2,165
Euro-Med	Czech republic	Prague	1,420
Euro-Med	Austria	Vienna	2,342
Euro-Med	Hungary	Budapest	913
Euro-Med	Romania	Bucharest	1,155
Euro-Med	Bulgaria	Sofia	304
Euro-Med	Moldova	Chisinau	1,400
Euro-Med	Montenegro	Podgorica	1,819
Euro-Med	Slovenia	Ljubljana	197
Euro-Med	Bosnia & Herzegovina	Sarajevo	2,660
Euro-Med	Macedonia	Skopje	3,421
Euro-Med	Greece	Athens	320
Euro-Med	Northern Cyprus	Nicosia North	1,684

Euro-Med	Israel	Tel Aviv	1,237
Euro-Med	Armenia	Yerevan	2,279
Euro-Med	Georgia	Tbilisi	2,161
Euro-Med	Turkmenistan	Ashgabat	1,414
Euro-Med	Uzbekistan	Tashkent	2,471
Euro-Med	Tajikistan	Dushanbe	280
Euro-Med	Israel	Jerusalem	1,777
Euro-Med	Iraq	Baghdad	6,500
Euro-Med	Iraq	Basra	2,000
Euro-Med	Iraq	Erbil	2,097
Euro-Med	Switzerland	Geneva	5,942
Euro-Med	Iceland	Reykjavik	143
Euro-Med	Germany	Berlin	3,886
Euro-Med	Germany	Munich	4,034
Euro-Med	Croatia	Zagreb	425
Euro-Med	Kosovo	Pristina	4,027
Euro-Med	Southern Cyprus	Nicosia South	1,483
Euro-Med	Malta	Valetta	419
Euro-Med	Turkey	Adana	1,405
Euro-Med	Turkey	Antalya	973
Gulf & Pakistan	Bahrain	Manama	12,409
Gulf & Pakistan	Kuwait	Kuwait City	69,418
Gulf & Pakistan	Oman	Muscat	13,164
Gulf & Pakistan	Pakistan	Islamabad	37,573
Gulf & Pakistan	Pakistan	Karachi	21,206
Gulf & Pakistan	Pakistan	Lahore	40,952
Gulf & Pakistan	Pakistan	Mirpur	18,809
Gulf & Pakistan	Qatar	Doha	27,296
Gulf & Pakistan	Saudi Arabia	Al Khobar	19,083
Gulf & Pakistan	Saudi Arabia	Jeddah	34,763
Gulf & Pakistan	Saudi Arabia	Riyadh	53,781
Gulf & Pakistan	United Arab Emirates	Abu Dhabi	2,751
Gulf & Pakistan	United Arab Emirates	Dubai	48,041
South Asia	Bangladesh	Dhaka	17,404
South Asia	Bangladesh	Sylhet	11,708
South Asia	India	Ahmedabad	27,676
South Asia	India	Bangalore	39,552
South Asia	India	Chandigarh	15,677
South Asia	India	Chennai	33,610
South Asia	India	Cochin	14,517
South Asia	India	Hyderabad	21,061
South Asia	India	Jalandhar	36,856
South Asia	India	Kolkata	20,888
South Asia	India	Mumbai (North)	40,266

South Asia	India	Mumbai (South)	35,577
South Asia	India	New Delhi	81,992
South Asia	India	Pune	20,038
South Asia	Nepal	Kathmandu	10,514
South Asia	Sri Lanka	Colombo	23,196
South Asia	India	Goa	100
Canada	Canada	Edmonton	2,280
Canada	Canada	Ottawa	2,836
Canada	Canada	Vancouver	3,613
Canada	Canada	Halifax	243
Canada	Canada	St Johns, Newfoundland	242
Canada	Canada	Toronto	9,382
Australia	Australia	Melbourne	8,150
Australia	Australia	Sydney	8,368
Australia	Australia	Brisbane	4,897
Australia	Australia	Canberra	1,951
Australia	Australia	Perth	2,548

ANNEX 6-3

COURIER WEIGHTS IN RESPECT OF APPLICATION PROCESSING CHARGES

VAC	Hub	Average outbound application bundle weight plus average inbound application bundle weight (kg)
Lahore	Abu Dhabi	0.45
Karachi	Abu Dhabi	0.82
Islamabad	Abu Dhabi	0.54
Mirpur	Abu Dhabi	0.52
Lekki & Ikeja	Abuja	0.73
Yaounde	Accra	1.29
Dakar	Accra	1.54
Banjul	Accra	1.46
Freetown	Accra	1.34
Hanoi	Bangkok	0.51
Shenzhen	Beijing	2.05
Guangzhou	Beijing	1.30
Fuzhou	Beijing	1.39
Colombo	Chennai	0.28
Kathmandu	Delhi	1.34
Kolkata	Delhi	0.75
Karachi	Islamabad	1.82
Singapore	Manila	0.51
Seoul	Manila	0.44
Tokyo	Manila	0.66
Hong Kong	Manila	0.16
Taiwan	Manila	0.55
Brunei	Manila	0.59
Australia	Manila	0.54
New Zealand	Manila	1.15
Kuala Lumpur	Manila	0.75
Yekaterinburg	Moscow	0.74
St Petersburg	Moscow	0.64
Kinshasa	Nairobi	0.70
Dar Es Salaam	Nairobi	0.65
Kigali	Nairobi	0.60
Kampala	Nairobi	0.86
Addis	Nairobi	0.17
Harare	Pretoria	0.85
Gaborone	Pretoria	0.82
Lilongwe	Pretoria	1.80

Lusaka	Pretoria	0.57
Port Louis	Pretoria	1.15
Jeddah	Riyadh	0.33
Kiev	Warsaw	0.34

ANNEX 6-4

ASSET LIST

[Supplier to provide within 60 days of the Effective Date]

ANNEX 6-5**MANAGEMENT OF AMBER SNAGS**

Pursuant to Section 5 of this Schedule 6, the table below indicates percentage values used to allocate transition payments to multiple VACs within the same Country.

[Supplier to provide within 60 days of the Effective Date]

Table 6-n-1:

Country Name	VAC Name	VAC percentage of Total Floor Size
Eg. South Africa	Pretoria	26.1%
	Johannesburg	28.7%
	Durban	16.4%
	Cape Town	16.4%
	Port Elizabeth	12.4%
		Total = 100%