

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: CR_3150

THE BUYER: Department for Business and Trade

BUYER ADDRESS Old Admiralty Building, Westminster, London, SW1A 2BL

THE SUPPLIER: Frontier Economics Limited

SUPPLIER ADDRESS: Mid City Place, 71 High Holborn, London, WC1V 6DA

REGISTRATION NUMBER: 03752719

DUNS NUMBER: 237589903

DPS SUPPLIER REGISTRATION SERVICE ID: 435226

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 29th September 2023

It's issued under the DPS Contract with the reference number project_2765 for the provision of Investment Transformation Programme (ITP) Monitoring and Evaluation – Phase 2.

DPS FILTER CATEGORY(IES):

Trade, Economics (appraisal and behavioural economics), Policy analysis and development, econometric analysis, financial analysis, impact assessment, regression analysis, thematic analysis, time-series analysis, quantitative, qualitative, mixed method, online, telephone, CAPI, CATI, Case Studies, Depth Interviews, Focus Group, Workshop, Impact Evaluation, Experimental/quasi-experimental impact evaluation, theory-based impact evaluation, process evaluation, value for money evaluation, evaluation scoping, stakeholder research, quota based sample convenience sampling, purposive sampling, small businesses, medium businesses, large businesses, companies, business leaders, civil servants, England, Wales, Scotland, NI, British Overseas Territories, EU, Commonwealth, Crown Dependencies, International

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - [Joint Schedule 6 (Key Subcontractors)
 - [Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **RM6126**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 20 (Order Specification)
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6126**
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

ORDER START DATE: 2nd October 2023

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ORDER EXPIRY DATE: 29th March 2024

ORDER INITIAL PERIOD: 12 Months

EXTENSION PERIOD: Further period up to 12 months (Extension exercise where the Buyer gives the Supplier no less than 1 month's written notice before the Contract Expire).

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £225,000

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

BUYER'S INVOICE ADDRESS:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

Not Used

BUYER'S SECURITY POLICY

See details in Order Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

As needed, expected fortnightly. This is to be agreed by DBT and the Supplier at the initial kick-off meeting.

PROGRESS MEETING FREQUENCY

1 meeting at project mid-point and 1 at project conclusion. In addition, as needed, expected fortnightly. This is to be agreed by DBT and the Supplier at the initial kick-off meeting.

KEY STAFF

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

KEY SUBCONTRACTOR(S)

Kantar Public and Larrainzar Consulting

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E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES




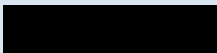

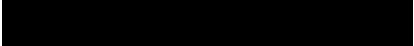
Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	29/9/2023	Date:	29/9/2023

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa; 1.3.2 reference to a gender includes the other gender and the neuter; 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

Joint Schedule 1 (Definitions)

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1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

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	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

Joint Schedule 1 (Definitions)

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"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

Joint Schedule 1 (Definitions)

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"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,
	would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;

Joint Schedule 1 (Definitions)
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"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p>
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	<p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments

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	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;

Joint Schedule 1 (Definitions)

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"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof
	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;

Joint Schedule 1 (Definitions)

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"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

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"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	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, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

Joint Schedule 1 (Definitions)

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"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p>
	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>b) the legislation in Part 5 of the Finance Act 2013; and</p> <p>any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

Joint Schedule 1 (Definitions)

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"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the 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, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or
	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ;
"Guarantor"	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

Joint Schedule 1 (Definitions)

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"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	<p>where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and</p> <p>"Independent Controller" shall be construed accordingly;</p>
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;

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"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) 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</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) 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 section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application 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</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

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	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the</p> <p>Platform and in the Key Subcontractor Section in the Order Form;</p>

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"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);

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"MI Reporting Template"	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

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"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</p>
	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and the actual Costs profile for each Service Period;</p>
"Order"	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;

Joint Schedule 1 (Definitions)

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"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);

Joint Schedule 1 (Definitions)

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"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

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"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	<p>appropriate technical and organisational measures 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 the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;</p>
"Recall"	<p>a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>

Joint Schedule 1 (Definitions)

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"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing</p> <p>the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p>
	c) information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

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"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification);

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	c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; Information derived from any of (a) and (b) above;

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"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;

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"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

Joint Schedule 1 (Definitions)
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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)
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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

Joint Schedule 3 (Insurance Requirements)

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evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

Joint Schedule 3 (Insurance Requirements)

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claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)
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Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Joint Schedule 4 (Commercially Sensitive Information)
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No.	Date	Item(s)	Duration of Confidentiality
	24/08/2023	<p>Daily rates</p> <p>Access to these rates by our competitors would be prejudicial to our commercial interests. We therefore consider that this information falls under Exemption Section 43 "Commercial Interests" of the FOI Act.</p>	Infinite
		<p>Client organisation names</p> <p>Access to this information would breach data protection and is commercially sensitive. We therefore consider this information falls under Exemption Section 40 "personal information" of the FOI Act.</p>	Infinite
		<p>Client contact information (throughout the submission, including, but not limited to case studies) Access to this information would breach data protection and is commercially sensitive. We therefore consider this information falls under Exemption Section 40 "personal information" of the FOI Act.</p>	Infinite

Joint Schedule 4 (Commercially Sensitive Information)
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No.	Date	Item(s)	Duration of Confidentiality
		<p>Experience descriptions (throughout the submission, including, but not limited to CV's, biographies and case studies)</p> <p>Access to this information would breach data protection and is commercially sensitive. We therefore consider this information falls under Exemption Section 40 "personal information" of the FOI Act.</p>	Infinite
		<p>Frontier staff information (including all information contained within, but not limited to biographies and CV's)</p> <p>Access to this information would breach data protection and is commercially sensitive. We therefore consider this information falls under Exemption Section 40 "personal information" of the FOI Act.</p>	Infinite

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Joint Schedule 5 (Corporate Social Responsibility) Crown
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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about

Joint Schedule 5 (Corporate Social Responsibility) Crown
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the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

Joint Schedule 5 (Corporate Social Responsibility) Crown
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- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

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Joint Schedule 7 (Financial Difficulties)

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Joint Schedule 7 (Financial Difficulties)**1. Definitions**

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | |
|-----------------------------------|--|
| "Credit Rating Threshold" | 1 the minimum credit rating level for the Monitored Company as set out in Annex 2; |
| "Financial Distress Event" | <p>2 the occurrence of one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) any of the following: <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract; ii) non-payment by the Monitored Company of any financial indebtedness; iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or |

Joint Schedule 7 (Financial Difficulties)

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	iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
	3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Order Contract;
"Financial Distress Service Continuity Plan"	4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Order] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	5 Supplier or any Key Subcontractor
"Rating Agencies"	6 the rating agencies listed in Annex 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive termination or expiry of this Contract:

- 2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and
- 2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or

Joint Schedule 7 (Financial Difficulties)

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such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];
- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored Company]; and
- D is the value at the relevant date of the current liabilities of the Monitored Company].

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

Joint Schedule 7 (Financial Difficulties)

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- 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;

Joint Schedule 7 (Financial Difficulties)

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4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

Joint Schedule 7 (Financial Difficulties)
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ANNEX 1: RATING AGENCIES



[Rating Agency 1]

[Rating Agency 2]

Joint Schedule 7 (Financial Difficulties)
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ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	
Key Subcontractor	

Joint Schedule 10 (Rectification Plan)
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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Joint Schedule 10 (Rectification Plan)

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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

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Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

Joint Schedule 11 (Processing Data)

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are 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 Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

Joint Schedule 11 (Processing Data)

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) 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
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

Joint Schedule 11 (Processing Data)

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- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

Joint Schedule 11 (Processing Data)

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applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

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measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller, and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • The Investment Transformation Programme (ITP) aims to increase strategically valuable foreign investment into the UK by delivering effective investment promotion services. <p>The Supplier will conduct qualitative data collection in the form of (1) in-depth interviews, (2) focus groups, and (3) online surveys. The personal information and data relating to participants in the qualitative data collection supplied by Buyer to Supplier will be processed to gather feedback from participants on the Monitoring and Evaluation framework produced in phase 1 and update the framework accordingly, and to gather information to complete process, impact and value for money evaluations of the ITP and it's workstreams.</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p>

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	<ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants, and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
Duration of the Processing	For the duration of the contract and any agreed extension to the term.
Nature and purposes of the Processing	<p>The purpose of processing is to gather information from participants which will form part of the monitoring and evaluation of the Investment Transformation Programme (ITP). This work is crucial to support effective investment promotion activities in order to attract inward investment to the UK.</p> <p>The nature of processing will involve collection of personal information to determine participants for the M&E which will be shared to Supplier. The personal information will be stored by both Buyer and Supplier and transmitted as and when necessary to carry out the purpose of the M&E. The Supplier will use the personal information to contact participants to invite them to participate in interviews, focus groups and online surveys, which will form the basis of their analysis. The personal information will be destroyed as follows:</p> <p>Supplier - All data in possession of the supplier are stored on supplier's secure servers, and permanently deleted once the project has completed. Supplier's standard deletion period is 12 months. All data stored on encrypted backups will be overwritten as the storage media are rotated.</p> <p>Buyer – Project data in Buyer's system will be retained until submission of the final report on 28/03/2025. After this date the contractor will lose access to the shared folder containing project data.</p>

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Type of Personal Data	<i>name, email address, company name (sole trade) and job title as identifier is considered personal data when combined with primary personal data.</i>
Categories of Data Subject	Staff of DBT, Office for Investment, Local Enterprise Partnerships (LEP), Other Government Department and investors that DBT have interacted with on investment related projects or activities.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p><i>Data will be retained as follows:</i></p> <p><i>Supplier - All data in possession of the supplier are stored on supplier's secure servers, and permanently deleted once the project has completed. Supplier's standard deletion period is 12 months. All data stored on encrypted backups will be overwritten as the storage media are rotated.</i></p> <p><i>Buyer – Project data in Buyer's system will be retained until submission of the final report on 28/03/2025. After this date the contractor will lose access to the shared folder containing project data.</i></p> <p><i>unless terminated earlier or extended under the 'Call-Off Contract term'. Upon termination or expiry of the Agreement, Supplier shall (at Buyers election) destroy or return to Buyer any other residual personal data (including all copies of the Data) in its possession or control within 30 days of termination.</i></p>

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Annex 2 - Joint Controller Agreement- Not in Use**1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:

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- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

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- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

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- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

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Project Version: v1.0

Model Version: v1.3

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- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

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- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
 - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
 - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

Joint Schedule 11 (Processing Data)

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- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility)
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Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 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;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Joint Schedule 12 (Supply Chain Visibility)

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Joint Schedule 12 (Supply Chain Visibility)
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Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Order Schedule 1 (Transparency Reports)

Order Ref:

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Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Order Schedule 1 (Transparency Reports)

Order Ref:

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Order Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Order Schedule 2 (Staff Transfer)

Order Ref:

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Order Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
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Order Schedule 2 (Staff Transfer)

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	2
"Employee Liability"	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	b) unfair, wrongful or constructive dismissal compensation;
	c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	d) compensation for less favourable treatment of part-time workers or fixed term employees;
	e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

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"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2013 including:</p> <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	<p>HM Treasury Guidance "<i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i>" issued in June 1999 including the supplementary guidance "<i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i>" issued in June 2004;</p>
"Partial Termination"	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p>
"Relevant Transfer"	<p>a transfer of employment to which the Employment Regulations applies;</p>
"Relevant Transfer Date"	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

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"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	<p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>
	<p>(c) the identity of the employer or relevant contracting Party;</p>
	<p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p>
	<p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p>
	<p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p>
	<p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p>
	<p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p>
	<p>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</p>

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	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)

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PART A: STAFF TRANSFER AT THE START DATE OUTSOURCING FROM THE BUYER

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Buyer Employee.

1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Buyer in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Buyer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Buyer Employees; and/or

(b) any custom or practice in respect of any Transferring Buyer Employees which the Buyer is contractually bound to honour;

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- 2.1.3 any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
 - 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
 - 2.1.5 a failure of the Buyer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;
 - 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

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- 2.2.1 arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and
 - 2.3.2 the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the

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Supplier takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:**2.7.1 shall not apply to:****(a) any claim for:**

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and**2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date**

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

3. Indemnities the Supplier must give and its obligations

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

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Buyer Employees; and/or

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

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- 3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.
- 4. Information the Supplier must provide**
- 4.1 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 5. Cabinet Office requirements**
- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

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5.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;

5.2.2 Old Fair Deal; and/or

5.2.3 The New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

6.1 The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:

6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

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PART B: STAFF TRANSFER AT THE START DATE

TRANSFER FROM A FORMER SUPPLIER

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

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

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

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- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on

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or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5

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provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:**2.7.1 shall not apply to:****(a) any claim for:**

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.**2.8 If Subcontractor any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.****3. Indemnities the Supplier must give and its obligations****3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:****3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;****3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:**

- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

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- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

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

4. Information the Supplier must give

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

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necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ;
and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

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PART C: NO STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

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- provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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PART D: PENSIONS

[Guidance: You should take specific legal advice on this Part D. Please also note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a best value authority it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.]

1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or
	(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "Broad Comparability" shall be construed accordingly;

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"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;
"Fair Deal Eligible Employees"	each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);
"Fair Deal Employees"	any of:
	(a) Transferring Buyer Employees;
	(b) Transferring Former Supplier Employees;
	(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
	(d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);
	who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;
"Fund Actuary"	a Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the scheme as defined in Annex D3 to this Part D;

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"NHSPS"	the schemes as defined in Annex D2 to this Part D;
	(a)
	(b)
"Statutory Schemes"	means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer¹.

¹ We recommend that you seek specific legal advice on this clause.

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3. Supplier obligation to provide information**3.1 The Supplier undertakes to the Buyer:**

- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
- 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4. Indemnities the Supplier must give**4.1 The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:**

- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
- 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
- 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or

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(b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or

4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

4.2.1 shall survive termination of the relevant Contract; and

4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Buyer and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

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7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring Fair Deal Employees

8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:

8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);

8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and

8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.

9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal

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Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
- 10.2.1 established by the Relevant Transfer Date²;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of

²We recommend that you seek specific legal advice on this clause.

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doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer³; and

10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:

10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin

³ We recommend that you seek specific legal advice on this clause.

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in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and

- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

11. Broadly Comparable Pension Scheme in Other Circumstances

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme⁴;
 - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);

⁴ We recommend that you seek specific legal advice on this clause.

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- 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme⁵; and
 - 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed

⁵ We recommend that you seek specific legal advice on this clause.

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to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

12. Right of Set-off

- 12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:
- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
 - 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

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- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

- 12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

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Annex D1:**Civil Service Pensions Schemes (CSPS)****1. Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance

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with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of paragraph 11 of Part D.

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Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<p>"Direction Letter/Determination"</p>	<p>an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;</p>
<p>"NHS Broadly Comparable Employees"</p>	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"> (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or (b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are</p>

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	Broadly Comparable to those provided under the NHSPS.
"NHSPS Eligible Employees"	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.
"NHSPS Fair Deal Employees"	other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:
	(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
	(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),
	and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).
	For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;

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"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age,

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	invalidity or survivor's benefits provided under an occupational pension scheme.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:
- (a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
 - (b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

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- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

3. Continuation of early retirement rights after transfer

- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

4. NHS Broadly Comparable Employees

- 4.1 The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.

5. What the buyer can do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:
- 6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
 - 6.1.2 a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching

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agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

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Annex D3:**Local Government Pension Schemes (LGPS)**

[Guidance: You should take specific legal advice on this Annex D3 and in particular the risk apportionment provisions contained herein.]

Please note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a local authority (or other type of best value authority) then it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.

Note the LGPS unlike the CSPA & NHSPA is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Buyer, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"Administering Buyer"	in relation to the Fund [insert name] , the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Buyer of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;

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["Initial Contribution Rate"⁶]	[XX %] of pensionable pay (as defined in the 2013 Regulations);]
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
"LGPS Eligible Employees"	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
"LGPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; ;
"LGPS Regulations"	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier to become an LGPS Admission Body

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair

⁶ We recommend that you seek specific legal advice on this definition.

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Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

OPTION 1⁷

2.2 [Any LGPS Fair Deal Employees who:

2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and

2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.]

OPTION 2

[Any LGPS Fair Deal Employees whether:

2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

2.3 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Buyer in relation to an LGPS Admission Agreement.

⁷ We recommend that you seek specific legal advice on this clause.

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3. Broadly Comparable Scheme

- 3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.
- 3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.

4. Discretionary Benefits

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS RISK SHARING⁸

- 5.1 Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the "Excess Amount") shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2 Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A-B (the "Refund Amount") where:

⁸ We recommend that you seek specific legal advice on this clause.

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A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and

B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.

5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:

5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;

5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;

5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;

5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;

5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;

5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible

⁹ We recommend that you seek specific legal advice on this clause.

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- Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
- 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
 - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
 - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
 - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
 - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.

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- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Buyer shall either:
- 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
 - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This paragraph 5 shall survive termination of the relevant Contract.

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Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

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Part E: Staff Transfer on Exit**1. Obligations before a Staff Transfer**

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

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

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

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

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

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Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including)

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the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

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

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
 - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
 - 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:

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- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

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

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

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- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

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- working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

Order Schedule 2 (Staff Transfer)

Order Ref:

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Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Order Schedule 3 (Continuous Improvement)

Order Ref:

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Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Order Schedule 3 (Continuous Improvement)

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Order Schedule 5 (Pricing Details)
Order Ref:
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Order Schedule 5 (Pricing Details)

PAYMENT SPECIFIC (AGAINST DELIVERABLES/MILESTONES) PRICING SCHEDULE

Reference Number:	project_2765
Tender for:	Investment Transformation Programme (ITP) Monitoring and Evaluation Framework Phase 2
Tenderer:	Frontier Economics

Deliverable Number	Description - FY23/24 - £225,000	Price (£)
1	Inception Report (includes refreshed and new logic/system models)	
2	Short Interim Reports	
3	Mid-point report at end of 2023/2024 FY	
4	Mid-point slide pack and presentation	
TOTAL COST FOR FY23/24:		

Deliverable Number	Description - FY24/25 - £260,000	Price (£)
5	Short interim reports	
6	Final report at end of 2024/2025	
7	Final slide pack and presentation	
TOTAL COST FOR FY24/25:		

TOTAL COST:		£ 480,700.00
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All pricing details are exclusive of VAT.

Order Schedule 7 (Key Supplier Staff)

Order Ref:

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Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

Order Schedule 7 (Key Supplier Staff)

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Order Schedule 7 (Key Supplier Staff)
Order Ref:
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Annex 1- Key Roles

Key Role	Key Staff	Contact Details

Order Schedule 9 (Security)
Order Ref:
Crown Copyright 2021

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;</p>

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security

Order Schedule 9 (Security)

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Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 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, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

Order Schedule 9 (Security)

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4.2 Content of the Security Management Plan**4.2.1** The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph **Error! Reference source not found.** and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1** Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date

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Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;

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- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of

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this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 10 (Exit Management)

Order Ref:

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Order Schedule 10 (Exit Management)**1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and

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	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("Registers").

Order Schedule 10 (Exit Management)

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2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

Order Schedule 10 (Exit Management)

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- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [six (6) months] throughout the Contract Period; and
 - (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;

Order Schedule 10 (Exit Management)

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- (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

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6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely

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responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

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in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other

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people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

Background / Policy context

The Department for Business and Trade (DBT) was created in February 2023 and helps businesses export, drives inward and outward investment, negotiates market access and trade deals and champions free trade.

Foreign Investment can create an important positive contribution to an economy by generating employment, increased tax revenue, and providing external resources such as capital, technology and managerial know-how that can add substantially to the productivity and economic development of a nation. As such DBT promotes UK as an inward investment destination. DBT's investment promotion activities are grouped into four categories:

- **Providing Investment Policy Advocacy-** Policy advocacy activities intended to ensure that the UK has a competitive image as an investment destination and that any policy barriers facing investors are minimised.
- **Identifying New Opportunities-** Marketing activities that are intended to identify new opportunities for inward investment.
- **Enabling Investment-** Facilitative activities intended to ensure that the investor journey between "opportunity" and "investment" is as smooth as possible.
- **Enhancing Impact-** Activities intended to maximise the impact of current investment to the UK.

The Investment Transformation Programme (ITP) represents a fundamental shift in how DBT delivers its investment promotion services, with the aim of increasing strategically valuable foreign investment into the UK. The aim of the programme is to enhance DBT's investment promotion services through organisational, operational, and service redesign across DBT's investment network to deliver improved FDI outcomes.

The ITP therefore involves expanding DBT's top-tier offer to create a preferential service for the most valuable investors, improving client-facing services, and rationalising support functions. The main objectives of the ITP are to:

- Transform our service offering to investors through the introduction of a new target operating model focusing on a shift in value to drive increased FDI into

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the UK, increased jobs and greater prosperity in line with our Outcome Delivery Plan targets;

- Transform our organisational design to improve capacity, capability and resilience, through the most effective selection of insourced and outsourced provision, aligned to improved technology, to improve our service provision to investors; and
- Drive staff efficiencies to improve investment outcomes in line with Spending Review and Outcome Delivery Plan targets and improve support to other government priorities such as Levelling Up, Net Zero and Innovation.

To deliver these objectives the ITP has designed, and will be implementing, a series of different workstreams. These different workstreams are designed to alter different elements of DBT's investment promotion offer and deliver the transformation. A central tenet of the ITP is a move to a more stratified and attuned service offer. This means separating DBT's service offer into three tiers:

- **Top Tier** is reserved for the very highest value and most impactful investment projects and involves the Office for Investment (OfI) which is discussed below.
- **High Value Tier** is the tier dedicated to those projects that do not qualify for the top tier but are still of a value or of strategic importance so as to require face-to-face, bespoke DBT support. However, these projects will not have OfI involvement.
- **Foundational Tier** is for those projects that are lower in value and or less strategic importance. These projects will be serviced through a digital platform and will receive a lighter touch approach, with little to no face-to-face or bespoke offering.

Currently DBT provides similar investment services offers to all investors regardless of their value and strategic impact. Through stratifying the service offer, the ITP is designed to ensure resources are fed into the most impactful investment projects.

There are eight workstreams comprising the ITP, alongside several enablers and dependencies. The workstreams are as follows:

1. **Expand Top Tier Capability:** This work stream aims to expand the OfI and DBT's top tier offer to better service the UK's top tier investors by coordinating activity across Whitehall to land priority deals, and creating a UK-wide OfI network to support strategic relationships with local partners. This work stream is geared towards continuing to develop the offer for the Top Tier.
2. **Aligning Relationship Management:** This work stream aims to create a centralised function to coordinate all account management, defining service levels and allocating accounts across all client-facing teams. This work stream should optimise the number of accounts DBT manages and transition lower priority or locally focused accounts to local partners.

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3. **Investor Digital Support Service (IDSS):** This work stream aims to create a low cost-to-serve online and volume enquiry service for smaller investments and simpler requirements. This digital offer is being designed to provide a service offer for the foundational tier. As part of this a triage and referral system has been built for routing potential investors to DBT teams, local partners or to make private sector referrals. This involves supporting posts to evolve structures to focus on those projects that are triaged into the higher tiers and building overseas hubs (where suitable) to support the foundational tier.
4. **Business Development Function:** This work stream aims to create a central function to strengthen DBT's pipeline of potential investments. This will involve working with locally based teams to identify strategic opportunities aligned with HMG, building the proposition ('sales pitch') with local partners, preparing high quality investor-facing materials and identifying target firms. Primarily this work stream is designed to increase the number of Top and High tier investment projects in DBT's pipeline and then convert those into won projects.
5. **Future Investment Support Services (FISS) Outsourcing:** This work stream aims to procure an outsourced partner to use industry intelligence to help set strategic priorities, respond to technical investor queries (that DBT teams cannot answer) and enable access to a pool of specialist capability as required to land investments.
6. **Future Investment Support Services (FISS) Insourcing:** This work stream aims to insource investment support services that are currently provided through a contractor into DBT. The work stream will develop a comprehensive Transfer of Undertakings Protection of Employment plan (TUPE) and offer for transferred staff. The purpose of insourcing is therefore to consolidate DBT functions and bring staff with similar and complementary capabilities together. The work stream includes implementing a new target operating model within DBT of the insourced staff and is fundamental to the success of the ITP in that involves some changes for who might deliver certain investment services.

Two new work streams have also been recently added to complement the six initial work streams:

1. **UK Investment Handbook:** This is currently being designed. Its remit is therefore yet to be decided upon but it will act as an enabler and a guide to investment promotion staff situated domestically and overseas.
2. **People, Culture and Skills:** This work stream will focus on ensuring our investor facing staff have the skills they need to deliver the benefits anticipated through the ITP. This will mean a strong focus on our people and co-creation of a new Investment culture, plus delivering organisation needs

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through providing training and support so our people can continue the shift to high value, adopt good practice and new ways of working.

Bidders are not expected to have an intrinsic knowledge of each work stream when tendering for this work as this will be developed upon appointment through the sharing of existing internal work and initial high-level senior engagement to develop understanding at a strategic level.

Phase one of the M&E of the ITP has been completed and focused on producing recommendations and proposed an approach for monitoring and evaluating the ITP. Phase one delivered:

- Logic Models for six of the work streams and an overarching logic model at a programme level
- System Model for the programme
- Key Performance Indicators mapped to the logic models and a potential data source or data collection method (e.g. depth interviews, monitoring data etc.)
- A proposed approach for evaluating the ITP, including process, impact and value for money.

Contractors should note that two additional work streams have since been added to the ITP that were out of scope to include in the phase one work so logic model/system model development for those work streams are being added into this project.

Project Aims

This project aims to monitor and evaluate the Investment Transformation Programme (ITP). This project is the second phase of the ITP M&E and will use recommendations from phase one as a basis. The recommendations from phase one will be handed over to the contractor for reference when appointed.

This project includes carrying out process, impact and value for money evaluations of the programme. Given the long-term nature of the ITP and investment more broadly we are commissioning a two-year monitoring and evaluation project with the following aims:

- a. Demonstrate the role and additionality of the ITP.
- b. Demonstrate the role and contribution each work stream of the ITP is playing in achieving the aims of the ITP.
- c. Demonstrate what works well and not so well for each work stream and thus show where improvements can be made.
- d. Demonstrate whether work streams need a modification and/or redesigns to operate more effectively.

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- e. Assess whether the ITP has met its objectives.
- f. Estimate the additionality and value for money of DBT's investment promotion offer overall.

On completion of all phases, the ITP M&E framework should allow DBT to make strong evidence-based cases to HMT for the ITP and to demonstrate what works well and less well with the ITP and work streams and thus allow a culture of learning and improvement to be effectively embedded within the ITP. The work should also provide secondary benefits to other government departments or DBT teams on M&E best practice and how it should be implemented.

Project objectives

The project supplier will use the recommendations from phase one to develop a robust evaluation of the ITP and its work streams and develop and incorporate monitoring and evaluation plans for the two new streams into the recommendations from phase one.

The objectives of this project are to develop the following:

- Two logic models for the two new work streams and update the overarching logic model that combines the components of the ITP with the new streams and update the system model of the ITP with the new streams that demonstrates how the work streams interact and work together to deliver the aims at the programme level.
- For the two new work streams map key performance indicators to the logic models, and review of the available data to measure the indicators for the two new streams.
- Research questions and evaluation plans for the two new work streams that align with the evaluation plans recommended from phase one, particularly at the programme level.
- Process evaluations for each of the eight work streams and for the ITP as a whole.
- Impact evaluations for each of the work streams where appropriate and for the ITP as a whole.
- Value for money analysis for the ITP as a whole.
- Econometric analysis to demonstrate impact of DBT's investment promotion activities as a whole.
- Proposals for continuing to monitor and evaluate the ITP past the 24/25 FY.

As mentioned, the first phase has been completed. The requirement for this project is based on the first phase and on the recommendations and learning from that project.

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The monitoring and evaluation is dependent on the development of the ITP and its individual work streams. The work streams are progressing on various timelines, with some at different stages of development.

Research Questions

The research questions for the project are below:

Overall process evaluation:

- Efficiency: To what extent has the set-up of the programme been efficient?
 - To what extent were DBT staff time, resources and effort used efficiently to set up and run the programme?
 - To what extent has the ITP been efficiently adopted and understood by DBT staff?
 - What issues have DBT staff experienced and what recommendations can be made to improve?
 - To what extent has the programme been set up as intended? If not, why not?
 - What can we learn from how the programme was set up?
 - To what extent has the ITP met its objectives?
- Effectiveness: Which of the work streams are making the greatest degree of contribution to the overarching aims of the ITP?
 - To what extent has DBT's capability been developed and improved through the ITP?
 - Where can improvements be made to contribution and effectiveness of work streams?
 - To what extent does this differ by different sectors, HMTC regions and regions and nations?

Overall impact evaluation (including VfM):

- What is the role and impact of the ITP on the investment promotion outcomes?
- To what extent is the ITP generating value for money?
- To what extent has the ITP developed and improved DBT's ability to land and shape investments that are of higher value/impact?
- To what extent is the ITP successfully servicing lower value/impact investors through a foundational offer?

Expand Top Tier Capability:

- Has the OfI led to an improvement in the policy landscape by removing particular policy and administrative barriers?
- Do lessons of experience help to build capability in attracting investment?

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- To what extent is the OfI able to offer additional specialist support relative to that offered traditionally?
- Are top tier investors more likely to invest in the UK following the introduction of the OfI?

Aligning relationship management:

- To what extent does the account management provided to investors match their impact?
- To what extent is the new system understood by account managers and where could improvements be made?

FISS Insourcing:

- Has FISS Insourcing resulted in the (newly insourced) staff placing greater emphasis towards strategically important projects?
- Has insourcing enabled the harnessing and coordination of capability across HMG?
- What are the cost efficiencies arising from the in-housing of previously outsourced functions?
- To what extent has easier access to government bodies improved the offer to investors?

Business Development Function:

- To what extent has a more proactive lead generation resulted in a better identification of strategically important projects?
- Is there an improvement in the quality of the listed leads, in the sense they are more targeted and better aligned with the capacity and capabilities of staff?

FISS Outsourcing:

- To which extent has FISS outsourcing led to an improved intelligence capability beyond the baseline?
- To what extent has the FDI academy led to noticeable improvements in the capabilities of staff?
- To what extent has an improved knowledge base resulted in an enhanced effectiveness at targeting and winning high value investments?

IDSS:

- To what extent has the digital tool successfully replaced the previous services for low value investors (e.g. with minimal additional human support needed)?
- Has the new setup led to substantially reduced costs for serving low value investors?

Points to consider across the ITP:

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- **Culture and behavioural change-** the ITP requires the adoption of this change both within HQ but also across many different parts of the world due to DBT's global reach. Therefore, it is important to ensure proposed change in culture are bedded in across each HMTC region and to understand which regions have bedded in well and which less well (if at all). The change in behaviour and culture is crucial to the success of the programme and is heavily reflected in the nature of the key performance indicators proposed in phase one and should be noted by the contractor.
- **Three tier system-** there are two aspects that are important to monitor and evaluate on the tier system. Firstly, how well these tiers are understood and are being adopted across DBT, e.g. the degree that investment projects are assigned to the correct tier and challenges with assigning tiers. Secondly, it will be important to ensure that the services provided is of a high standard and reflects the value and impact of the project. For example. The ITP is designed to ensure that a greater degree of resource is applied to high value and top tier projects. It will be particularly important to understand if the high value projects (the middle tier) are indeed receiving an enhanced service.
- **UK regional focus-** the ITP is designed to provide the tools to land more investment projects that have an Innovation, Net Zero, or levelling up focus. The latter relates to working closely and more efficiently with local partners that work in different regions of the UK to ensure investment projects are equitably distributed around the UK. It will be important to ensure that measuring what is working well and less well from a UK region perspective is captured.

As mentioned, the ITP has expanded to include two new streams that were introduced after the requirements of phase one had been agreed. Therefore logic models for the two new streams need to be developed as part of phase two. The questions below relate to the development of the logic models for the new streams.

- What are the inputs, activities, outputs, outcomes, and impacts of individual work streams?
- What are the causal pathways of each of these?
- What are the performance indicators required to effectively measure the performance of the streams and drive effective behaviour in DBT?
- What is the contribution of these streams and how can they be measured quantitatively?
- What are the dependencies, synergies, and relationships between each work stream?
- What are the evaluation techniques that could be used to effectively evaluate the impact, process and VfM of these work streams?
- What are the pros and cons of each of these techniques and what would the potential costs be of using these different techniques?

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Outputs

To answer these questions, we expect the contractor to develop the following outputs.

1. Develop logic models for the two new work streams of the ITP and refresh the overarching ITP logic model to incorporate the new streams. The new logic models should be nested beneath the ITP logic model and consider the synergies and linkages between all work streams and how each of the work streams is contributing to and affecting the outputs, outcomes and impacts of the ITP as a whole.
2. Refresh the system model to incorporate the two new work streams, that shows how each work stream affects different stages of the investment lifecycle. The refreshed system model should also consider linkages and synergies between all work streams as well as dependencies.
3. Identify potential key performance indicators (KPIs) for the two new work streams that map to their logic models to measure the performance of the new streams against their intended outputs, outcomes and impacts. Research questions and Magenta Book compliant evaluation techniques should also be identified for the two new streams that fold into the recommendations already produced from phase one on the evaluation techniques for the six initial work streams and the ITP as a whole.
4. Process evaluations for each of the eight work streams as well as an overarching process evaluation of the ITP.
5. Impact evaluation for the overarching ITP, and where appropriate/recommended in phase one impact evaluations for the individual work streams.
6. A value for money analysis including an econometric analysis for DBT's investment promotion offer overall that could be used as part of business cases to HMT to evidence the impact of DBT's investment promotion activities.
7. Proposals for future M&E of the ITP and its work streams post 24/25

Methodology

The contractor is expected to use the following research methods to answer the research questions.

Outputs 1 & 2: Developing and refreshing logic and system models

To deliver the logic models and system models, contractors should consider the most suitable approach(es). For instance, for the two new work streams, contractors should consider the use of:

- Stakeholder engagements/workshops and the number required
- Depth interviews and the number required

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- Email correspondence

Regardless of the approach, the logic models and system model will need to reflect synergies and dependencies with other ITP work streams. The models will need to be drafted and tested with relevant stakeholders to ensure they are accurate and robust. Any workshops and interviews will likely be hybrid and be interactive and engaging to generate interest.

We welcome bids from contractors that consider how best to develop the logic models and the update the system model considering the bullet points mentioned above.

DBT will provide assistance in facilitating any sessions required and will identify suitable DBT colleagues to attend.

Output 3: KPIs, research questions and evaluation techniques

Once the logic models for the two new streams have been finalised, contractors will be expected to map performance indicators to the logic models and propose possible data sources. The data sources will clearly depend on the nature of the indicators but are likely to include a mixture of monitoring data and qualitative data from interviews or focus groups.

DBT would also like the contractor to develop a small number of research questions for these two workstreams. The phrasing of these questions should consider process, impact and value for money evaluation and should be designed to assist relevant stakeholders to understand the types of answers they will receive from the research and analysis.

Finally, as part of this output we would like contractors to propose evaluation approaches to each of the two new workstreams. There will be more detail about the two new workstreams in the ITT itself as well as the other six established work streams. However, at bidding, DBT does not expect contractors to have an intrinsic knowledge of the two new work streams. With that being the case, DBT would welcome bids from contractors that are familiar with the Magenta Book and with process, impact and value for money evaluations and have used these in the past to evaluate complex programmes (the ITP) operating in complex phenomena (the foreign investment promotion system).

Outputs 4, 5 & 6: Process and impact evaluations and Value for Money analysis.

On appointment, the contractor will need to review the KPIs developed from phase one.

Phase one suggested a mix of quantitative and qualitative data will need to be collected and analysed. Quantitative data will primarily come from analysing Datahub (DBT's internal customer relationships management system) and from other internal sources. As such, the monitoring data will be collected internally by DBT.

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The contractor will be expected to provide assistance and guidance on metrics and data collection where necessary, for example, to ensure that the right data is collected for the evaluation and is robust and timely. The data will be made available to the contractor to facilitate research and analysis and assist with evaluation.

Phase one suggested a significant qualitative data will be collected from a series of in-depth interviews, focus groups, online surveys and case studies. The table below outlines the qualitative data that phase one recommended. It outlines the participant group and a definition of the group, what ITP work stream and where on the logic model the KPI relates to. Based on the first phase, we estimate that we would need 100-125 interviews, 15-25 focus groups and around three surveys. However, we would welcome contractors proposals on these, whether they would suggest another approach and whether there is a means of rationalising some qualitative work based on the participants being engaged with more than once. Contractors may also wish to consider this in relation to the logic model components as well.

Participants	Participant Type	Stream	Logic Model
Account Managers	DBT staff that account manage foreign owned businesses that have invested in the UK. They manage relationships with investors and try to bring about further investment from businesses.	Relationship Management	Activities- Optimise number of accounts DBT manages
Account Managers	DBT staff that account manage foreign owned businesses that have invested in the UK. They manage relationships with investors and try to bring about further investment from businesses.	Relationship Management	Outputs- Updated Account Management Toolset and framework
Account Managers	DBT staff that account manage foreign owned businesses that have invested in the UK. They manage relationships with	Relationship Management	Stream Outcomes- Account management provided by suitable DBT teams Better use of CRM to support account management

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	investors and try to bring about further investment from businesses.		More flexibility of account management across workstreams
Investors (who used the digital platform)	These investors will be investors who are more foundational and lower impact and will have their investment dealt with through an online platform	IDSS	Outputs- Attractive and market leading digital platform
Investors (who used the digital platform)	These investors will be investors who are more foundational and lower impact and will have their investment dealt with through an online platform	IDSS	Outputs- Attractive and market leading digital platform ITP Outcomes- Foundational offer serving lower tier investors
Investors (with complex projects)	These investors are likely to have higher impact yet more complex projects. They may be a harder to reach than normal investors. Contractors should consider the best means of reaching this potentially difficult to reach group.	FISS Insourcing	Stream Outcomes- Improved ability to manage complex projects
DBT staff who worked on the complex projects	These will be DBT staff who worked on the complex projects	FISS Insourcing	Stream Outcomes- Improved ability to manage complex projects
Props and knowledge Lab	These will be staff members that work on propositions, such as high potential opportunities . Knowledge Lab staff are contracted staff that generate market research intelligence to support the	Building pipeline development	Inputs- Knowledge Lab and propositions team

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	development of propositions.		
DBT staff including sector and post	This will be staff members who work in Sector teams in DBT or at Post (i.e. staff members who work for DBT overseas).	Building pipeline development	Activities- Develop more targeted approach to lead generation
DBT staff including post and propositions teams	This will be staff members who work in Sector teams in DBT or at Post (i.e. staff members who work for DBT overseas) as well as those in the Propositions Team	Building pipeline development	Outputs- Reviewed and targeted lists of leads
DBT staff including post and propositions teams	This will be primarily the Propositions Teams in DBT but could be expanded to include other relevant DBT staff on the degree that DBT has moved towards a more business development approach	Building Pipeline Development	Outputs- Business development function
DBT propositions team	These will be staff members that work on propositions, such as high potential opportunities	Building Pipeline Development	Stream Outcomes- Improved tracking of leads, projects, and prospects
DBT staff including work-stream staff, and propositions teams	This will be staff members who have worked on the work-streams as well as those in the Propositions Team	Building pipeline development	Stream Outcomes- Build more targeted propositions
Ofl Staff	These will be staff members who work in the Ofl	Top Tier	Inputs- Staff with seniority and expertise No. 10/XWH links Access to policy makers Activities- Coordinating activity of investment

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			projects to land priority deals
Ofl Staff	These will be staff members who work in the Ofl	Top Tier	Activities- Identification of policy barriers to investment
DBT Staff	This would be a range of DBT staff from across various teams.	Top Tier	Activities- develop system to identify and support top tier projects
Ofl Staff	These will be staff members who work in the Ofl	Top Tier	Outputs- unblocking of priority investments
Investors (who have used the Ofl- top tier investors).	These are the highest tier investors and are likely to be very hard to reach. Contractors should consider the best means of reaching this group.	Top Tier	Activities- Improving how DBT works with corporate and capital investors Outputs- Survey indicating an increased level of bespoke and specialist support Stream Outcomes- survey of investor perceptions on their administrative costs associated with the process
Investors (who have used the Ofl- top tier investors).	These are the highest tier investors and are likely to be very hard to reach. Contractors should consider the best means of reaching this group.	Top Tier	Outputs- unblocking of priority investments ITP Outcomes- strengthened service for top tier investors
Local Enterprise Partnerships	These are staff that work on investment projects but are situated in local enterprise partnerships.	Top Tier	Outputs- Greater coordination with OGDs and regions on investment Stream Outcomes- Improved coordination and long term relationships with OGDs and regions
Investors (who have used the Ofl- top tier investors).	These are the highest tier investors and are likely to be very hard to reach. Contractors should	ITP – programme level	ITP Outcomes- increased specialist investor-facing capability

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	consider the best means of reaching this group.		
Investors (who invested regionally (outside London and the South East) across foundational, high and top tier)	These will be investors who invested in levelling up areas, with DBT interested in their experiences from the angle of boosting regional investment.	ITP – programme level	ITP Outcomes- Improved Regional presence
DBT staff	This would be a range of DBT staff from across various teams.	ITP – programme level	ITP outcomes- investor tier criteria are accurately putting investors in the correct support tiers.

Contractors would be expected to produce topic/discussion guides and survey scripts for data collection. Some qualitative data collection (not included in the table above) will be conducted internally by DBT, however the contractor is expected to review and quality assure the materials created for these, including topic guides and survey specifications to ensure continuity across qualitative data collected by the contractor and collected internally. DBT will provide assistance in facilitating the qualitative data collection and will help to identify suitable DBT colleagues and investors to attend.

Recommendations from the first phase suggested a theory-based approach for the impact evaluation including a contribution analysis to understand how well each workstream is performing and contributing to the ITP overall.

The engagements proposed for the process evaluation will therefore also form part of the impact evaluations/contribution analysis and should be planned with this in mind. The qualitative data will also be supplemented with internally collected monitoring data. The contractor will be expected to provide guidance on metrics and data collection where necessary, for example. To ensure that the right data is collected for the evaluation and is robust and timely. The data would be made available to the contractor to facilitate the monitoring and evaluation research and analysis.

We would welcome bids from contractors who are familiar with complex evaluations, which require combining different sources into a coherent narrative. We would also welcome bids from contractors who are able to combine monitoring, process, impact and value for money evaluations into one narrative and how they might use a theory-based approach to show how impact and value for money for the ITP can be estimated.

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The first phase suggested using survey evidence of businesses that may not have been able to invest without DBT support to create an additionality percentage. However, contractors should consider other approaches that might be suitable based on past experience they might have of complex evaluations.

To supplement the ITP evaluation, DBT also expects the contractor to develop econometric analysis to estimate the impact and value for money for DBT's investment promotion activities as a whole. DBT has already developed this model but it needs further development to generate accurate estimates – this model is based on work by Volpe et al. (2020)¹. Equally, contractors might consider other methods to estimate impact, with this analysis expected to deliver estimates by the close of the contract so that it can be used as part of business cases made to HMT to evidence the impact of DBT's investment promotion activities. The purpose of this exercise is to estimate the impact of DBT's investment promotion activities overall and then combine that with the theory-based approach to analyse whether the ITP is generating efficiencies. These two components, in combination, should provide evidence for future business cases to the Treasury. This approach should also be developed with needing to measure impact of the ITP, with these likely to materialise five years after ITP implementation and therefore not during the duration of the contract.

Output 7: Future proposals

Given the long-term nature of investment, the supplier will be required to develop proposals for future M&E of the ITP after the completion of the current contract. DBT expects this to focus on continuing the impact and value for money evaluations and the approaches recommended should be directly informed by the outcomes of this project, particularly how the econometric analysis could be continued.

Deliverables

Contractors should consider the following as the key deliverables. These are based on first phase findings. Contractors should use these as a basis but we are also happy for contractors to consider deviations if they feel other approaches are more suitable. Contractors should note we are eager to ensure that reporting mechanisms are in place so that there is a means for report lessons learned and making recommendations.

The deliverables FY 23/24 are:

Milestone Acceptance Criteria: 1 and 2.

- An inception report (of no more than 20 pages), using the final report of phase 1 as a basis, outlining:
 - Refreshed system model that includes the two new work streams.

¹ <https://publications.iadb.org/en/how-effective-investment-promotion-firm-level-evidence>

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- Refreshed logic models, including two for the new work streams (if deemed appropriate).
- Proposed evaluation methodology and KPIs for the new work streams
- Sample strategy for qualitative work (circa 100-125 in depth interviews, 15-25 focus groups, online surveys). It should be noted that these interviews will be spread over 2023/24 and 2024/25, will hinge on ITP roll out and should be considered alongside inputs, activities, outputs and outcomes in logic models.
- Refined evaluation questions
- Detailed workplan to deliver phase 2

Milestone Acceptance Criteria: 3, 4 and 5.

- Topic guides/discussion guides for (approx. 20 topic guides/discussion guides) the interviews/focus groups – these would be spread across the two financial years.
- Survey scripts for the three surveys

Milestone Acceptance Criteria: 9.

- Process Evaluation for ITP and relevant workstreams

Milestone Acceptance Criteria: 8

- Short interim reports for each ITP work stream (no more than 10 pages each) throughout FY2023/24 containing:
 - Summary of qualitative work findings (interviews, focus groups, stakeholder workshops) supplemented with monitoring data.
 - Emerging findings including risks and issues, lesson learned and recommendations that have been identified.

Milestone Acceptance Criteria: 6, 9 and 10.

- An interim report at the end of 2023/24 (of no more than 30 pages) containing all findings generated during the 2023/24 financial year (short interim reports could form basis of this report), by ITP work stream, including:
 - Executive summary
 - Initial findings from the process evaluations
 - Progress and next steps of econometric analysis for development of impact/value for money estimates
 - Preparations for FY 2024/25, including any changes to proposed strategy and workplan based on findings from 2023/24.

Milestone Acceptance Criteria: 7

- Slide pack condensing the mid-point report to 10 slides for internal distribution.
- Presentation of interim report in non-technical language to internal DBT stakeholders.

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The deliverables for FY24/25 are as follows:

Milestone Acceptance Criteria: 8

- Short interim reports for each ITP work stream (no more than 10 pages each) throughout 2024/25 containing:
 - Summary of methodologies and findings so far.
 - Emerging findings including risks and issues that have been identified.
 - If applicable updated work plan for the rest of 2024/25

Milestone Acceptance Criteria: 3, 4 and 5.

- Topic guides/discussion guides for (approx. 20 topic guides/discussion guides) the interviews/focus groups – these would be spread across the two financial years.

Milestone Acceptance Criteria: 9, 10, 11

- Impact and Value for Money estimates for DBT Investment Promotion offer and the ITP.
- Contribution Analysis of individual workstreams.
- Process Evaluation for ITP and relevant workstreams

Milestone Acceptance Criteria: 6, 9, 10, 11, 12

- A final report (of no more than 30 pages) containing all the evidence generated throughout phase 2, including the following:
 - Executive summary
 - Methodology
 - Phase 1 findings summary
 - Process evaluations
 - Contribution analyses of individual work streams
 - Econometric analysis on impact of investment promotion.
 - Value for money evaluation including benefit cost ratio.
 - Recommendations for M&E post 2024/25

Milestone Acceptance Criteria: 7

- Slide pack condensing the final report to a suitable number of slides for internal distribution.
 - Presentations of the final report in non-technical language to internal DBT stakeholders

Format: We have specified our preferred style of presenting the information, but we would welcome tenderers to suggest alternative and innovative ways to present the information and key findings based on their own expertise and capabilities.

Equal Opportunity: Tackling workforce inequality

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The chosen social value theme is Equal Opportunity: Tackling workforce inequality. Government is committed to tackling inequality and giving everyone across the country the opportunity to fulfil their potential. The [Good Work Plan](#) affirms government's ambition that all work should be fair and decent, and that everyone, regardless of where they live in the UK or which sector they work in, should be able to benefit from high quality jobs.

The supplier is expected to provide a proposal as to how they will ensure they will adhere to the chosen social value theme as part of the project. Examples include:

- Monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate.
- Providing opportunities that promote retention and progression (e.g. apprenticeships, mentoring schemes).

Audience

This will predominantly be an internal facing project and the report might not be published externally. The primary audience for this project will be colleagues working on the Investment Transformation Programme and its senior leadership team as well as DBT analytical colleagues, particularly those working on monitoring and evaluation. The work may also be of interest to other UK government departments. All reports should meet accessibility requirements.

Timetable

This project runs over two financial years and will need to be completed by the end of FY 24/25.

Delivery dates for outputs as below:

- End of September 2023- logic models for the two new streams and updated overall ITP logic and systems models finalised. Report containing KPIs, research questions and recommendations of evaluation techniques for the two new streams finalised.
- End of October 2023- Inception report incorporating the two new streams into the recommendations from phase 1, sample strategy for qualitative work, refined evaluation questions and a detailed work plan to deliver phase 2 completed.
- End of February 2024- Short interim reports for each work stream (8 total) summarising findings from the qualitative work supplemented with monitoring data as well as including risks and issues.
- End of March 2024- Interim report containing all of the findings generated in the 2023/24 financial year including initial findings of the process evaluations, progress and next steps of econometric analysis for the impact/value for money estimates and preparations for the 2024/25 financial year work.

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- End of March 2024- Slide deck that condenses the mid-point report to a suitable length for internal distribution, and a presentation of findings to senior DBT colleagues.
- End of February 2025- Short interim reports for each work stream (8 total) summarising findings produced so far in the financial year, including emerging findings and risk and issues.
- End of March 2025- A final report containing all of the evidence generated throughout phase 2, including the process, impact and value for money evaluations and recommendations for M&E post 2024/25
- End of March 2025- Slide deck that condenses the mid-point report to a suitable length for internal distribution, and a presentation of findings to senior DBT colleagues.

It is important to note that timelines are heavily contingent on the roll out of the various work streams of the ITP. However, generally we expect process evaluations to start and continue throughout FY 23/24 and FY24/25, and for impact and value for money to be conducted in FY24/25. The various qualitative projects will take place throughout both FYs, exact timings of which will be dependent on when ITP work streams come online.

Personnel

Project Director	The Project Director cannot be replaced until completion unless there are extenuating circumstances that makes the project director no longer available.
Core Delivery Team	The supplier to provide named individuals who will make up the core delivery team. The supplier should also outline how they will provide delivery team cover, should this be necessary.

Governance

Meeting/report	Content	Frequency	Format
Kick-off meeting	Project planning	1 meeting at project initiation	Virtual, preferably via Teams
Meeting	Contract performance	1 meeting at project mid-point, 1 at project conclusion. In addition, as needed,	Virtual, preferably via Teams

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		expected fortnightly. This is to be agreed by DBT and the Supplier at the initial kick-off meeting.	
Project updates	Project progress	As needed, expected fortnightly. This is to be agreed by DBT and the Supplier at the initial kick-off meeting.	Virtual, preferably via Teams

Milestone Acceptance Criteria (MAC)

Management of the MAC

1. DBT shall issue Milestone payments upon the successful Tenderer meeting the Milestone Acceptance Criteria (MACs) set out below. MACs shall be monitored on a regular basis and shall form part of the contract performance review within project update meetings. The successful Tenderer shall flag any risk to meeting a Milestone delivery date to DBT as soon as it becomes aware of such risk and shall discuss with DBT its proposals for mitigating against such risk arising.
2. Any performance issues highlighted in the project update meetings will be addressed by the successful Tenderer, within 14 working days of the identified MAC failing to be met. Any MAC failing to be met by the successful Tenderer will result in payment not being issued by DBT.
3. Once a MAC for a Milestone has been 'Met' to the DBT's satisfaction, DBT shall issue the successful Tenderer with a confirmation email to confirm that the Milestone Acceptance Criteria has been met to its satisfaction. Payment for the completed Milestone shall be made by DBT following the issuing of DBT's confirmation email.
4. MACs are essential in order to align the successful Tenderer's performance with the requirements of DBT and to do so in a fair and practical way. MACs have to be met otherwise indicating that the service is failing to deliver.

Metric	MAC	What information is required to measure this MAC?	How will the MAC be measured?	Not Met	Met
Delivery	MAC 1 – Development of Logic Models for new streams and updated	The quality of the stakeholder engagement and logic models produced for the work streams	Workshops with DBT staff across various stakeholders and production of models	Stakeholder workshops are late or do not take place, models fail to capture the	Stakeholder workshops are conducted adequately, including being engaging and

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	systems model			required level of detail, models delivered late without appropriate explanation.	with relevant stakeholders. The models capture relevant information the correct level of detail. No milestones are missed.
Delivery	MAC 2 – Inception report	The quality of the inception report, the sample strategy suggested and the KPIs and evaluation questions for the new work streams.	Inception report is to a high standard.	Substantial amendments required on inception report submitted	None/minor amendments required on inception report submitted
Delivery	MAC 3 - Qualitative Interviews	The number and quality of interviews conducted with various stakeholders to gather data on the KPIs for the process and impact evaluations.	Interview topic guides are of a high standard. All interviews are successfully conducted to a high standard. Participants are engaged in the interviews. A diverse sample of stakeholders are interviewed. Data gathered from the interviews provides robust evidence for the impact and process evaluations. Interviews collect data on the relevant KPIs	Less than the agreed upon number of interviews are successfully conducted (estimated 100-120) without appropriate explanation. A poor sample of stakeholders are interviewed. Relevant milestones are missed without appropriate explanation. Data on relevant KPIs is not collected.	Agreed upon number of interviews are successfully conducted. Data on the relevant KPIs is collected and is robust. Participants are engaged. Relevant milestones are met.
Delivery	MAC 4 – Focus Groups	The number and quality of the focus groups conducted with various stakeholders to gather data on the	Focus group topic guides are of a high standard. All focus groups are	Less than the agreed upon number of focus groups are conducted (estimated 20)	Agreed upon number of focus groups are successfully conducted. Participants are

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		KPIs for the process and impact evaluations.	successfully conducted to a high standard. A diverse sample of stakeholders are interviewed. Participants are engaged in the focus groups. Data gathered from the focus groups provides robust evidence for the impact and process evaluations. The focus groups collect data on the relevant KPIs.	without appropriate explanation. A poor sample of stakeholders participate in the focus groups. Relevant milestones missed without appropriate explanation. Data on the relevant KPIs is not collected.	engaged. Data on the relevant KPIs is collected and is robust. Relevant milestones are met.
Delivery	MAC 5 – Surveys	The number and quality of online surveys conducted with investors to gather data on the KPIs for the process and impact evaluations	Quality of the questions designed for the surveys. Response rates meet minimum sample requirements. Diverse sample of investors is used. Surveys collect data on the relevant KPIs	Response rate targets are not met without appropriate explanation. Question design is poor and insights gathered cannot be used to evaluate the ITP. Relevant milestones missed without appropriate explanation.	Response rate targets are met or exceeded. Question design is robust and insights are used in the process and impact evaluations. Data on the relevant KPIs is collected and is robust. Relevant milestones are met.
Delivery	MAC 6 – Interim report at end of FY 23/24 and Final report at end of FY 24/25	Quality of the reports including the process, impact and value for money evaluations and contribution analysis.	The reports are to a high standard. The language is easy to understand and is engaging. All findings from the	The reports are difficult to read. The language is difficult to understand and it is not engaging.	The reports are easy to read. The language is easy to understand and is engaging.

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			<p>FY23/24/ VY 24/25 are included.</p> <p>The reports are a suitable length (suggested 30 pages).</p> <p>There are no spelling and grammatical errors.</p>	<p>There are findings missing from the reports.</p> <p>The report length is significantly more or less than 30 pages (under 10, over 50).</p> <p>There are a significant amount of spelling and grammatical errors.</p>	<p>All findings are included in the reports.</p> <p>The reports are an acceptable length (about 30 pages each)</p> <p>There are minimal to no spelling and grammatical errors.</p>
Delivery	<p>MAC 7 – Slide deck of the interim report and final reports for internal distribution and presenting to stakeholders</p>	<p>Quality of the slide deck and presentation and communication style. Feedback from stakeholders on the presentation session.</p>	<p>The length of the slide deck and the presentation to stakeholders</p> <p>The slides are appropriate and engaging for a non-technical audience.</p> <p>The presentation delivery style is engaging and non-technical.</p> <p>Checking the audiences understanding is built into the presentation through a poll or equivalent.</p>	<p>The slide deck and presentation are too long or too short (less than 5 slides, more than 30 slides, less than 30mins, more than 2hrs).</p> <p>The slides are difficult for a non-technical audience to understand.</p> <p>The slides are not engaging or relatable for a non-technical audience.</p> <p>The presentation delivery style is not engaging for a</p>	<p>The slide deck and presentation are of an adequate length (20 slides, 1hr 30mins).</p> <p>The slides are easy for a non-technical audience to understand.</p> <p>The slides are engaging and relatable for a non-technical audience.</p> <p>The presentation delivery style is engaging for a non-technical audience.</p> <p>Audience understanding is good and is checked within</p>

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				<p>non-technical audience.</p> <p>Audience understanding is poor or not checked within the presentation.</p> <p>Feedback received from stakeholders on the presentation is negative.</p>	<p>the presentation.</p> <p>Feedback received from stakeholders on the presentation is positive.</p>
Delivery	MAC 8 – Short interim reports	Quality of the short interim reports	<p>The short interim reports provide robust summaries of methodologies and findings gathered so far. Emerging risks and issues are identified. The language is easy to understand and is engaging. There are no spelling and grammatical errors.</p>	<p>The short interim reports are difficult to read. The language is difficult to understand, and the reports do not signpost risks and issues. There is a significant amount of spelling and grammatical errors. Methodologies and findings are not robust.</p>	<p>The short interim reports are easy to read. The language is easy to understand and engaging. There are minimal to no spelling and grammatical errors.</p> <p>Methodologies and findings are robust.</p>
Delivery	MAC 9 – Process Evaluation	The quality of the qualitative interviews, focus groups and surveys conducted, and the subsequent analysis produced.	<p>The quality of the interim and final reports that show the findings from the process evaluation.</p> <p>Quality of the short interim reports that summarise findings from the qualitative data collection.</p>	<p>Process evaluation does not adequately evaluate the ITP and its work streams. The methodology used is not robust.</p> <p>The process evaluation does not</p>	<p>The process evaluation successfully answers the research questions and provides a robust evaluation of the ITP</p> <p>Relevant milestone are met.</p>

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				answer the research questions. Relevant milestones missed without explanation.	
Delivery	MAC 10 – Impact Evaluation including value for money	The quality of the qualitative interviews, focus groups and surveys conducted, and the subsequent analysis produced. Quality of any quantitative analysis conducted.	The quality of the final report that shows the findings from the impact evaluation. Quality of the short interim reports that summarise findings from the qualitative data collection. Quality of any quantitative analysis conducted.	Impact evaluation does not provide robust evidence on the impact of the ITP and it's streams. Research questions are not answered. Relevant milestones are missed without an explanation	Impact evaluation provides robust evidence on the impact of the ITP and it's streams. Research questions are successfully answered. Relevant milestone are met.
Delivery	MAC 11 – Contribution Analysis	The quality of the qualitative interviews, focus groups and surveys conducted, and the subsequent analysis produced	The quality of the final report that shows the findings from the contribution analysis. Quality of the short interim reports that summaries findings from the qualitative data collection. Quality of any quantitative	Contribution analysis does not provide robust evidence on which of the ITP streams are contributing to the overall outcomes of the ITP. Research questions are not adequately answered. Relevant milestones are missed without	Contribution analysis successfully provides evidence on which of the ITP streams are contributing to the overall outcome of the ITP. Research questions are adequately answered. Relevant milestone are met.

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			analysis conducted.	an explanation.	
Delivery	MAC 12 – Proposals for future M&E	Proposal of possible methods for continuing to monitor and evaluate the ITP	Methodological proposals produced of possible methods that could be used for continuing to monitor and evaluate the ITP	Methodological proposals are not complete or would not adequately assess the impact of the ITP. Relevant milestone date is missed without an explanation.	Methodological proposal comprehensive and robust. The proposal are approved by the project lead. Relevant milestones are met.

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RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.0



Crown
Commercial
Service

Core Terms - DPS

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
 - (b) create new Order Schedules;
 - (c) exclude optional template Order Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Order Contract:
- (a) is a separate Contract from the DPS Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the DPS Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

Core Terms - DPS

(a) verify the accuracy of the Due Diligence Information; or (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care; (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (f) on the dates agreed; and (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

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- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of an Order Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require

Core Terms - DPS

the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied; (c) details of any issues; and (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;

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- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

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- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprocurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate an Order Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Levy or Default Management Levy.

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- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;

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- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS

Core Terms - DPS

and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.

- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Order Schedule 4 (Order Tender)

A01

Understanding the foreign investment policy area

The OECD defines foreign direct investment (FDI) as “a category of investment that reflects the objective of establishing a lasting interest by a resident enterprise in one economy (direct investor) in an enterprise (direct investment enterprise) that is resident in an economy other than that of the direct investor.” Empirical evidence suggests that there is a positive effect of FDI on productivity and thus economic growth. These effects reflect, notably, spillovers to domestic investment, the diffusion of technology, and pro-competitive effects on market structure. The extent of this effect depends on a number of factors, including whether the host country has sufficient absorptive capacity, and notably the potential to develop backward and forward linkages through which spillovers operate.

Over the last three decades, FDI has become increasingly related to the operation of global value chains (GVCs) i.e. the organisation of commercial operations across borders. These value chains may be established to supply the domestic market (e.g. a bank establishing a presence to supply UK customers), and/or because the UK is an efficient base in which to locate various production “tasks” that support sales to global markets (e.g. in the automotive sector). These efficiency-seeking forms of foreign investment are one of the main drivers of trade, and play a central role in the development of exports. They are central to the UK’s ambitions in relation to industrial competitiveness in global markets in a range of high-value added sectors, such as low carbon manufacturing, digital technologies and sectors, and professional and financial services. A key policy challenge in relation to GVCs is for a country to specialise in those tasks that allow it to appropriate a high share of the value added created by the value chain.

The fact that FDI can have growth enhancing effects through a variety of channels, creates a rationale for policy intervention. The concern is that left to their own devices, foreign investment in the host country will be lower than is optimal from the host country’s perspective. This may be due to a number of market failures, including a lack of information, coordination failures, capital market constraints, as well as the inhibiting effects of certain government policies and regulation. FDI policy seeks to address these concerns. A key objective of the ITP is therefore to improve the policy landscape for foreign investors.

As the IMF noted as far back as 1999, because FDI has potential positive impacts on growth, all countries want to attract it, and often in similar sectors for reasons that include economic ones and broader geostrategic ones. This means that investment policy must do more than target domestic market and policy failures. It also operates in a context of international rivalry. This rivalry has escalated in recent years due to a confluence of a number of factors. These include the aim by major industrialised and emerging economies to accelerate transitions to a green economy and to become digital economy leaders. This has resulted in a scramble to establish positions of leadership in key parts of the global value chains, so as to capture a greater share of value added. For example, in automotive value chains for low emissions vehicles, a significant portion is captured by the ability to mass produce batteries, which in turn is a condition for anchoring car manufacturing. In the specific case of digital activities such as artificial intelligence and network services, the

presence of economies of scale related to data and computing, network externalities and the centrality of scarce skills creates first-mover and winner takes all characteristics that create further scope for rivalry.

In addition to these underlying economic drivers, geopolitical rivalry, notably in relation to China, and more recently as a result of Russian invasion of Ukraine, has also prompted a greater degree of policy activism in order to secure strategic advantages over rivals. Subsidies measures under the United States' Inflation Reduction Act and Chips Act, and various measures enacted in the EU under the guise of Strategic Autonomy, capture this orientation to policy. Jurisdictions are also more concerned about the identity of foreign investors, with the majority of OECD jurisdictions (including the UK) enacting foreign investment screening measures.

Policy towards FDI is therefore more selective and strategic and takes place in more fragmented and rivalrous global environment than it did 10-20 years ago. Whereas previously, policy in industrialised countries focused on "getting the fundamentals right", the shift is towards a more proactive approach, including through the large scale use of specific subsidies. In the UK, this is intertwined with an intention to not only boost the aggregate value of investment in prioritised sectors, but also to ensure an equitable regional distribution of its benefits. This is in line with the government's levelling up agenda, to ensure that the UK as a whole benefits from the low carbon and digital transformations foreign investment are supposed to stimulate, and to avoid the regional disparities associated with structural shift from manufacturing to services seen in the 80s and 90s.

For the UK specifically, its exit from the EU's single market and customs union presents a new set of contextual circumstances. On the one hand, the loss of seamless access to a market of 500 million consumers, and the potential influence of particular factors such as non-tariff and regulatory measures (particularly in areas such as automotives, digital, and green technologies) can reduce the relative attractiveness of the UK. On the other, the ability for the UK to determine various aspects of policy and regulation can enhance the scope for it to differentiate itself from European jurisdictions, based on some its particular strengths such as the quality of its science and research infrastructure, and the quality of its legal system. Because the UK cannot enter into a subsidy war with large jurisdictions, it needs to sell itself based on other strengths, including the quality of its institutional landscape.

The UK regularly monitors its global positioning in terms of FDI attractiveness. OECD data suggests that the UK is one of the top-5 locations in terms of total FDI stock in dollar terms. In terms of FDI flows, which can pick up how the relative attractiveness of the UK varies in the shorter term, data from Ernst and Young suggests that the UK ranks second in the European Union behind France in recent years. The most recent data suggests a drop off in inward investment, likely due to the influence of transient factors such as energy cost shocks and political uncertainty. It also shows a drop off in tech sector investment.

This broad context provides the backdrop for investment promotion in the UK, and the ITP specifically. The range of factors that determine investment decisions, including how external shocks play out, and the heightened international competition around the investment-value chain nexus in strategic areas, requires more efficient investment promotion. It raises both the potential payoffs from effective investment promotion, and the costs of getting it wrong.

Indeed, concerns about the UK “missing out” were one of the triggers for the creation of the Office for Investments in 2020, that has since been rolled into the ITP.

Evidence of knowledge and experience of evaluation frameworks applied to investment promotion and how this knowledge could benefit the current study.

Frontier and its partners have extensive experience in evaluating investment promotion. Our most recent work for DBT using a theory based approach and contribution analysis was phase 1 of the ITP evaluation. The Phase 1 analysis underscored that the **ITP is a complex intervention**. It consists of a number of interacting sub-components (strands), that also interact with a broader ecosystem linking investment promotion, investment policy and foreign investment. These elements, all underscore the need for a **theory-based approach** to the impact evaluation both for the ITP as a whole and its strands. In particular we suggested the use of **contribution analysis** which seeks to assess the causal pathways from different aspects of the ITP intervention to desired outcomes and impacts, and how far we can state based on evidence that the ITP is making a material contribution to them taking other factors into account. This is in line with Magenta book guidelines for complex evaluations, where a number of causal factors are at play within an intervention.

The main features of the approach are the development of a theory of change, which then supports the development of logic models and a systems model. The development of the logic and systems models was done on the basis of feedback from DBT stakeholders, and in an iterative manner. These models provide a map of the causal relationships between various aspects of the intervention, and targeted outcomes and impacts. In particular, they helped us identify that the main mechanisms through which the ITP could enhance investment was that it facilitated the identification of opportunities and enhanced investment opportunities.

The logic and systems model process helped to identify performance indicators are identified, through which a baseline can be established.. Performance against the baseline informs the process evaluation, the impact evaluations and the VFM evaluation. Process evaluations seek to understand whether an intervention is working as expected, and which parts are working better and which need improvement. The particular nature of the ITP has particular implications for the process evaluation. As explained below a central part of the process evaluation is to identify whether the risks associated with a process of deep restructuring and reform are being effectively managed. Moreover, because the ITP is focused on enhancing the effectiveness of investment promotion as a whole, the process evaluation necessarily touches on matters of investment outcomes that are usually part of an impact evaluation.

As recognised in our work under phase 1, the ITP is an ambitious overhaul of investment promotion. It seeks to improve the effectiveness of HMG interventions through an extensive restructuring of internal resources and process, including organisational culture, and a recalibration of support activities according to investment category.

Specifically, the expectation was that the ITP would achieve this through a more efficient process of targeting investment support to the value of investment, re-structuring DBT's service offer by:

- (i) developing a tiered service offer aligned to investment characteristics;

- (ii) in-housing key investment support functions and leveraging coordination benefits with other DBT and HMG functions;
- (iii) outsourcing more specialised functions; and
- (iv) taking advantage of digital technologies to deliver support efficiently.

The categorisation of investment follows a the three tier structure is described in both the terms of reference and the ITP business case. The aim is for more resource intensive, bespoke efforts, likely involving the OFI, to be directed towards tier 1 project on account of the potential payoffs, with more standardised approaches relying on digitalised services directed to foundational level projects. Mid-tier project are ones that have high impact because of their alignment with strategic sectors, and will also receive direct support, thought at lower level of intensity than top tier projects. As observed in our phase 1 work, effective triaging of investment leads and proposals, and the coordination of support across HMG following the in-housing of core support services are key determinants of whether this tiered structure delivers the value for money outcomes projected in the ITP business case.

Our work in phase 1 also highlights the key issue of transition risks: the ITP is fundamentally a deep process of transformation, and such processes have an inherent degree of uncertainty. This is especially the case when it involves , as it does with the FISS insourcing process, integrating staff into a civil service environment from a commercial environment. That integration is intended to support coordination efficiencies that in turn are a key determinant of the ITPs success.

In cases of deep institutional change involving changes to culture and processes, there is always a risk that the benefits of the old system are lost without the enhanced benefits of the new system being realised. Stakeholders were particularly concerned that there should be no slippage in FDI outcomes and ranking; the latest EY results showing a decline in landed investments will likely enhance the importance of vigilance on this front. Measuring whether a process is on track to deliver the intended impacts poses challenges, particularly when “cultural change” is seen as a key ingredient in driving impacts. Moreover, among the impact sought by the intervention are durable improvements to the policy landscape, even if projects do not ultimately land. Such improvements can be measured through objective indicators, but are also are reflected in the subjective perceptions of investors, actual and potential.

Our phase 1 work also highlighted that because the aim of the ITP is transform in depth investment promotion, the link between process evaluation and impact evaluation is fuzzier than in more standard evaluations. The key process evaluation question - “is it working as intended” – can only be completely answered by considering whether there has been a tangible change in investment outcomes reflecting the tier structure described above, which is to say we need to consider investment impacts. This places important requirements on the evaluator, in terms of how the evidence is collected and used. In particular, there will be a need to extract from process evaluation questions information that can be used for the impact evaluation. Our phase 1 work highlighted this and set out proposals on how to proceed.

Evaluation requires the ability to synthesise a range of qualitative and quantitative information from stakeholders, as well as from management information and external data sources. Frontier and its partners are well placed to do this, based both on our prior work on

the ITP and our extensive experience in mixed-methods evaluations. Mixed methods are particularly important for impact evaluation. Our experience with the ITP, as well as previous experience with evaluating investment promotion and export promotion, suggests that econometric methods can estimate an overall promotion effect, but are not sufficiently powerful to attribute that effect to particular interventions, still less complex ones that by design interact with others. Hence it will be necessary to draw on a mix of data and field work, and qualitative and quantitative information. Our methodology in section A03 explains our approach in greater detail.

Finally, in light of the contextual elements for FDI highlighted in the first part of this response, one of the key metrics identified in the phase 1 evaluation related to investor perceptions. The reforms, after all, are geared to key ask from investors, which is to improve the landscape for investment. Investors are not particularly interested in the detail of institutional reforms, but will clearly have a view as to whether these have made a difference, even if incremental to the UK's "pull" as destination for investment. Hence the focus in our approach on understanding investor behaviour through a mix of field work and data.

Evidence of knowledge and experience of applying monitoring and evaluation techniques to complex programmes or interventions.

Frontier has extensive experience in undertaking evaluations of complex programmes and interventions. These include instances in which our work has supported submissions to treasury in the context of budget preparations and spending reviews. The VFM analysis clearly plays an important role in articulating the benefit/cost ratio. But beyond the numbers, and the findings derived from the impact analysis that underpins the numbers, is the overall narrative that can be developed to explain how well the intervention is faring and expected trends in the medium term. This is particularly important for interventions, such as the ITP, for which impacts are likely to materialise over a period of time, and well beyond the spending review, and some of which are more diffuse (such as investor perceptions of the policy landscape).

[REDACTED]

[REDACTED]

A02 Project plan

Our project plan is summarised in the two charts below, and is based on our methodology and the requirements of the terms of reference. For ease of presentation, we have divided the plan into each financial year, though in light of our methodology, the project should be understood as an integrated whole.

Project timelines for FY 23/24

Phase	Week commencing	Day	28	11	25	9	23	6	20	4	18	1	15	29	12	26	11	25
	Month	Month	8	9	9	10	10	11	11	12	12	1	1	1	2	2	3	3
Inception and preparatory phase																		
Review of documentation (new strands, other)																		
Consultative process for new logic/ systems models																		
Validate new logic/ systems models																		
Update evaluation framework/ research questions																		
Identifying stakeholders for focus groups and interviews																		
Initial outreach to DBT stakeholders																		
Develop guides for focus groups and interviews																		
Investor outreach approach and materials																		
Detailed proposals for phase 2 delivery																		
Process evaluation phase																		
Recruitment of DBT stakeholders (focus groups, interviews)																		
Recruitment of investors																		
Strand focus groups (DBT)																		
Strand interviews (DBT) and delivery partners																		
Investor interviews																		
Analysis of management information, secondary data																		
Strand interim reports and revisions																		
DBT activation workshops on cross cutting issues																		
Impact evaluation/ VFM analysis																		
Findings from fieldwork relevant for impact and VFM eval																		
Scoping of data quality for econometric work																		
Development of proposals																		
Report writing																		
Inception report																		
Overall interim report																		
Mid point slide deck																		
Meetings (aside from focus groups and interviews)																		
Kick-off																		
Strand workshop 1																		
Strand workshop 2																		
Validation workshop for revised logic and systems models																		
Inception report review																		
High level stock take of field research and data analysis																		
Review of interim report draft																		
Mid point presentation to senior DBT stakeholders																		
Deliverables																		
Project initiation document																		
Inception report																		
Strand interim reports and summary of fieldwork																		
Draft interim report and proposals for next phase																		
Interim report and slide deck																		

Project kick-off will serve to settle working arrangements (including schedules of catch ups) and timetables of workshops and high level meetings. We would also expect to receive any

relevant documentation on work to date on the new strands, and on any other aspect of the ITP.

We anticipate that the inception phase will be intensive given the need to quickly develop logic models for the new strands, integrate these into the overall logic and systems models, and update the evaluation framework and research questions. Central to this process are the three workshops (one per strand and one validation one with lead stakeholders) and it will be essential that DBT mobilise the relevant participants quickly.

The inception phase also sets the stage for the evaluation as whole, particularly the process evaluation, through the preparation of the relevant material. An important part of this work is developing lists of contacts for stakeholders and investors. The inception report will capture the updated models and the proposals for subsequent work.

The process evaluation dominates work in the first financial year. As indicated in the methodology, it consists of a mix of qualitative and quantitative field work, as well as data analysis. The strand interim reports will be sent progressively as they are prepared, but not later than 8 January 2024. At this point we propose to take stock of the initial findings from this work before Christmas, on the basis of draft strand reports. This would also enable an initial set of cross-cutting findings.

In line with our strategy of embedding the process to enhance dissemination, we propose an initial stock-take in early January 2024 with senior stakeholders, followed by a series of activation workshops to address cross cutting issues. The precise timing of these can be agreed with DBT.

We also expect to conduct initial work on the impact and VFM analysis, primarily by assessing the implications of the field work and data analysis. This reflects the point made in our methodology regarding the linkages between the process and impact evaluation in the context of the ITP. We will also need to gauge the extent of data available to construct control groups for the purpose of econometric estimation.

In line with our strategy of dissemination, we have proposed regular touch points at a senior stakeholder level in the schedule of meetings. This could be adjusted (in timing and number) to suit DBT needs. The schedule of deliverables and their timing reflect the requirements of the terms of reference.

Project timelines for the financial year 24/25 are set out below.

As envisioned in the terms of reference, the process evaluation will continue in the second financial year. Its main focus will be on surveys of stakeholders and investors. The quantitative information gathered will complement the qualitative information gathered in the previous financial year. We have also allowed for further gathering of information from outreach to stakeholders and data analysis. The timing of the surveys could be adjusted depending on any feedback we receive, from DBT or from investors.

The process for the impact evaluation covers the key steps set out in our methodology. An evidence synthesis will be conducted to establish the link between foreign investment and impact metrics (productivity, growth, etc). The main econometric step involves the use of quasi-experimental methodologies to determine the effects of investment promotion on

The VFM analysis draws on the impact analysis. To compute Benefit Cost Ratios (BCRs), it will be necessary to obtain cost data relevant to the ITP. This process will need to be handled iteratively, since the existence of common costs (i.e. ones that are shared between the ITP and other functions) will need to be apportioned. Given that an ex ante BCR was conducted, we anticipate building on this information base. It may not be possible to monetise all the benefits captured in the impact analysis; thus the BCR work will need to be supplemented by further narrative. We anticipate holding a VFM-focused workshop to validate the findings – including the range of possible BCRs and the factors to which the BCR is sensitive – and also help develop the narrative for the business case.

The reporting deliverables, including presentations, comply with the requirements of the terms of reference.

Risk register

The table below sets out a risk register, and the steps taken to mitigate them.

Risk	Likelihood	Severity of impact	Mitigation
Project execution risks- inception phase			
Lack of availability of stakeholders for inception phase workshops	M	M	We recommend early outreach starting before the formal commencement of work.
Logistical constraints in organising inception phase workshops	L	M	Frontier has the ability to organise hybrid events should the conditions require it.
Lags in feedback	H	M	Incorporate feedback on a rolling basis. Use workshops to elicit feedback.
Project execution risks – process evaluation			
Insufficient responses by DBT stakeholders to focus group/ interview invitations	M	H	Use the inception phase for initial outreach and warm up
Insufficient participation by DBT stakeholders			
Insufficient responses by investors			
Insufficient participation by investors			
Insufficient responses invitations to respond to survey (DBT)			
Insufficient responses to invitations to respond to surveys (investors)			
Low participation in activation workshops			
Gaps in data/, management info	M	H	We will begin our review of management data early in the process evaluation, focusing on areas highlighted in phase 1 as problematic
Project execution risks – impact/VFM			
Insufficient data for quasi experimental methods	M	H	Begin data collection early. Main constraint likely for control group. If impossible, use before/ after analysis with controls and triangulate with survey data

Uncertainty around attribution	H	M	Triangulation, drawing on inputs from stakeholders and validated through workshops
Cost data	L	M	Ex ante analysis suggests availability of data. Further refine through data collection.
Project execution risks – general			
Unavailability of key project staff	M	L	Extensive pool of skills across the partner organisations.
Lack of buy-in given complexity of evaluation	M	H	We have proposed an extensive schedule of workshops and consultations to ensure buy-in
Extraneous risks			
Cybersecurity/IT risks.	M	H	Our Information Security Management System (ISMS) is certified as compliant with the requirements of ISO27001 by the British Assessment Bureau. We have also achieved and maintain Cyber Essentials Plus
Data management breaches	L	H	Information security is sponsored by the Frontier board with daily responsibility delegated to the Information Governance Remit led by a Director and comprising a certified Data Protection and Information Security Officer, the Head of IT and representatives from the operational business
Pandemics, strikes and other events impeding meetings	M	M	Frontier has well developed remote and hybrid meeting technologies. In the event of power shortages due to the energy crisis, workshops will need to be rescheduled to low-peak hours using remote working technologies.

A03 – Methodology

Introduction and context

This section sets out our approach to meeting the requirements of schedule 7. This approach draws on our previous work to develop frameworks for the process, impact and VfM evaluation for the ITP, alongside the development of the logic and systems models. Our approach also reflects on-going refinements to the ITP, and the need to update the evaluation framework and models based on these.

The main principles from Phase 1 that guide our approach to methodology are that: (i) in line with Magenta Book requirements, the complexity of the ITP requires a **theory based approach** that support a **contribution analysis** which seeks to assess the causal pathways connecting different aspects of the ITP intervention to desired outcomes and impacts; (ii) the effectiveness of the ITP depends on its ability to enhance the **flow-through from leads to investments**, through a more targeted and efficient allocation of investment promotion resources; (iii) as the ITP is a reform process aimed enhancing the effectiveness of investment promotion interventions, the distinction between process and impact evaluations is more blurred than in “standard” interventions, and hence there is subsequent carryover

from the process evaluations to the impact and VFM evaluations; and (iv) the process, impact and VFM evaluations will rely on a **mixed methods** approach to inform the contribution analysis. This will include analysis of ITP programme management data, secondary data and insights from primary stakeholder fieldwork (both quantitative and qualitative)

Overview of approach

In line with the terms of reference, and our previous work, we propose a sequenced approach based on the following key phases of work: (i) **an inception phase** that will, inter alia, enhance the logic and systems models via the inclusion of two new ITP strands, finalise proposals for the three different evaluations, and finalise plans for dissemination and knowledge transfer over the course of the project; (ii) **a process evaluation phase** drawing on a combination of primary fieldwork (focus groups, interviews and survey) as well as analysis of internal data (notably Data Hub) and selected secondary sources; (iii) **An impact evaluation / VFM phase**. This will combine econometric estimates of the effectiveness of investment promotion as a whole on investment impacts, management information from Datahub and insights from the primary fieldwork to attribute investment impacts (and associated socio-economic benefits) to the ITP and, if possible, its strands

We say more about our intended approach to each phase below. We note that the approach draws heavily on the previous evaluation framework, logic and systems models for the ITP developed by Frontier Economics and Larrainzar Consulting.

Given the complex nature of this evaluation, we have chosen to invest heavily in quality assurance. As described in attachment A04, we have designated an overall lead for quality assurance, as well as specific leads for, respectively: the qualitative field work, the surveys, and the econometric work.

Inception phase

This phase involves developing the logic models for the two additional ITP strands (UK Investment Handbook; and People, Culture and Skills), and integrating these into the overall ITP logic and systems models. We will also conduct a rapid exercise to review the existing framework based on the six existing strands to ensure that the work delivered earlier in 2023 is fully up-to-date and not affected by any changes to the ITP or wider investment promotion landscape as a whole, or changes in specific activities being delivered within the previous strands considered.

On the basis of this work, we will adjust the evaluation framework, notably through the development of new research questions reflecting the two additional strands and their interaction with the ITP as a whole. We will reflect any data or evidence needs specific to these strands which are not already captured in the existing framework, both in terms of process and impact evaluations.

Concretely, our approach will involve the following steps:

- 1) An inception meeting with the key DBT delivery team for the ITP, to agree the plan of work for the project (and the inception phase in particular), key stakeholders to consult and the process for doing so. As in our previous work with you, we anticipate close

working with this group throughout and support from you to convene stakeholders and provide relevant documents. We will be to gather DBT perspectives on whether any existing elements of the framework should be reviewed and refreshed, including the revisions needed to accommodate the new strands.

- 2) Understand the key elements of the two new strands drawing on DBT documentation and initial discussions with stakeholders responsible for delivering them. We would seek to understand what gaps in the previous versions of the ITP the new strands are intended to fill, and the extent to which new strands repackage activity from other strands or are new elements of the ITP as a whole.
- 3) Identify how the new strands fit into the overall theory of change and interact with the broader ITP logic and systems models. This will be done through a short series of interactive workshops similar to those used for the original six strands in Phase 1. We envision an approach to these workshops similar to those delivered by Frontier and Larrainzar in the previous phase, in particular through the use of interactive features such as the Mural interface to encourage stakeholder participation. We would welcome any views from DBT on how the workshop process may be enhanced based on phase 1 experiences.. Any recommendations will be clearly justified and agreed with DBT.
- 4) Drawing on the desk review and workshops, develop strand-specific logic models for the new strands setting out how the inputs and activities support strand-specific outputs and outcomes. We will also reflect how the strands interacts with outcomes sought by the ITP as a whole, and the broader ITP systems model, in particular given the inter-relationship with other strands. For example, we may lose some entries from existing strands if activities are now situated in the new strands.
- 5) This process would also help us identify which elements of the strand-specific logic models would be carried over the ITP logic model and systems model, on the basis of representativeness and relevance to the overall ITP systems model. It would also help to identify how the overall ITP logic model and the systems models need to be updated. . We will make initial suggestions for these revisions, and agree them with DBT.
- 6) We will also consider whether there is an opportunity to condense the ITP level logic model into a more concise form, using an approach similar to that which led us from the strand level logic models to the ITP level logic model. This would have several potential advantages: simplifying and consolidating the model to improve buy-in amongst senior managers, focusing both quantitative and qualitative measurement effort upon the most important outcomes of the ITP and finally providing a potential basis for a more dynamic consideration of the interactions between the ITP and its strands and the wider Investment Promotion system.
- 7) We would also make any adjustments to the evaluation framework. We expect that the basic mechanisms identified in phase 1 will hold, namely that the ITP interacts most closely with the “identifying opportunities” and “enabling investments” aspects of the investment promotion ecosystem, and that this interaction will be tracked closely by how the lead generation to proposals to projects to investment sequence is influenced. It may be however, that relative to phase 1, the new strands require adjusting our views of what parts of the ITP play the most material role in this regard. The strand “changing culture” will probably require consideration of how its outcomes translate into the wider Investment Promotion model. The new strands will at any rate require new, additional research questions.
- 8) Set out proposals for the field work, including topic guides for focus groups, interviews, and questions for online surveys, and sampling strategy. These topic guides and

questions will reflect the research questions need to be handled by field research, and be tailored to the particular stakeholder. We would need to agree lists of individuals and businesses that need to be contacted, and secure any data clearances from DBT to do so.

The process of developing strand-specific logic models and refreshing the ITP logic and systems models will be iterative, as delivered in the previous phase of work, in particular seeking feedback from the strands and the core ITP delivery team. Given the importance of this process, and also the importance accorded to fostering the ownership of the evaluation process from the outset, we anticipate that the model development phase may last longer than the month assumed in the timelines for the project. We have therefore made allowance for this in the overall project timelines (see A06).

Feedback from phase 1 work suggested that more needed to be done to ensure greater engagement and understanding across DBT of the evaluation process. Our detailed plans are set out in our response to A04, and we would use the inception phase to finalise and begin implementing these. One of the reasons for suggesting a more concise top-level logic model for the ITP would be to make a system model that is more instantly comprehensible to those not involved in the workings of the ITP on a day-to-day basis.

To sum up, our deliverables at this stage include: (i) new logic models for the new strands and updated overall ITP logic models. (ii) updated ITP systems model and updated systems model capturing the interaction between the ITP and foreign investment ecosystem as a whole (iii) any updates to theory of change, and updated evaluation framework (iv) updated research questions to take into account the new strands (v) proposals for field work, including outreach strategy, contacts, and questions.

Process evaluation

Overview

The process evaluation seeks to establish whether the ITP is functioning as intended. In line with the *Magenta Book* the process evaluation will assess what parts of the ITP have worked as expected, which ones have not and why, and offer actionable process-related recommendations relevant to the ongoing ITP implementation process. This includes steps required to manage any risks that have become apparent as part of the process of transition from previous to the target arrangements.

The process evaluation is a very important part of the overall evaluation of the ITP, which is substantively in its nature a process-related intervention. As identified in Phase 1, it is the ability of the ITP to improve the process of converting leads to proposals and eventually to landed investments which will generate intended outcomes and impacts. The ITP involves a restructuring of services, a reform of institutional culture, and the reallocation of resources. Such reforms are associated with transition risk: the risk that the benefits of the previous arrangements are lost, while the gains of the new arrangements do not materialise fast enough because of the significant systemic changes involved. Stakeholders we consulted in Phase 1 were particularly insistent that there should be no material drop off in landed investments, particular in the low and mid tiers, which are less the focus of bespoke, high-level support. Hence part of the function of a process evaluation will be to provide any early signals of issues that may need to be addressed in order to mitigate this risk.

The ITP evaluation framework identified key process-related metrics measuring the functioning of the ITP strands, drawing on the logic models developed. The metrics were developed in relation to those strand elements that were carried over into the overall ITP logic model. This reflects the nested structure of the intervention and the need to account for this as part of the evaluation. The process evaluation will implement the proposed framework, adapted as per the inception phase outlined above to account for the two new strands and any other changes since the Phase 1 report was concluded.

Evaluation research questions

The ITT repeats the process evaluation research questions in the Phase 1 report for the existing strands. These questions reflect the elements of the delivery processes for each strand agreed to be most relevant to a process evaluation of the ITP as a whole. As explained further below, some of the evidence gathered through these questions will also be relevant to the impact evaluation. The ITT also presents overarching process questions. We propose to evidence these from a synthesis of the strand-specific questions and targeted qualitative evidence collection from those with cross-strand oversight and responsibility within DBT.

Table [1] summarises the variety of data and information gathering required to answer the evaluation questions, grouped by ITP strand. For the most part these elements fall under the heading “ITP strand outcomes”. (For reasons of economy of space, we do not repeat the evaluation questions in this table). This table will be refreshed to include revisions to the framework, in particular to incorporate the two new activity strands and any broader changes made to existing strands. Italicised entries are ones for which it is uncertain whether the data are captured by DBT.

Data/ desktop analysis	Qualitative information and survey data
Expand top tier capability	
Data Hub e.g. conversion rates for projects of various sizes, proportions of wins for which clients required regulatory or policy adaptations. <i>Average time from client request to approval.</i> Secondary data on investor perceptions and investment trends	Surveys or assessments of investor perceptions re: investment landscape, costs administrative burden; Interviews and Focus groups with DBT delivery staff, OFI staff, OGD staff, and regional authorities. Case studies of investors that <u>did not</u> proceed with investments.
Aligning relationship management	
Management information on staff costs: <i>Average staff cost (FTE x hourly value) as a proportion of project expected impact</i>	Interviews and Focus groups with account managers and with DBT delivery staff.
FISS insourcing	
Management information on staff costs as proportion of project value Average time for conversion of prospects to projects, projects to wins, for top tier and priority projects targeted by FISS.	Interviews and Focus groups with DBT delivery staff, including for the assessment of middle office capability. Interviews with regional and local partners Interviews with investors.
Business Development Function	
Count, tier type and investment value of DBT prospects	Interviews and focus groups with DBT delivery staff.

	Interviews with investor facing teams (posts)
FISS Outsourcing	
Data on prospect conversions to projects and landed investments; secondary data	Interviews and focus groups with DBT delivery staff, FDI academy
Investor Digital Support Services	
<i>Types and numbers of investors directed to digital platform</i> <i>Staff costs associated with foundational projects</i>	Interviews and focus groups with DBT delivery staff, Interviews with/ surveys of investors re perceptions of the platform

We note that the table above contains elements that are relevant both to the process and to the impact / VfM evaluations (more detail on the proposed approach to these is provided below). This reflects the nature of the ITP, which as outlined above is largely a process-focused intervention and therefore the extent to which intended outcomes and impacts are realised will depend heavily on the effectiveness of the delivery process (which in effect form the activities and outputs of the ITP). This blurs the distinction between the two aspects of the evaluation. Primary data collection will ask both process and impact-related questions, which will also ensure efficiency in fieldwork. For example, in interviewing investors we will explore their views on processes of engaging with the (revised) investment promotion offer, and whether it has affected their investment decisions. The information gathered through the process evaluation can thus be used in combination with quantitative analysis in the impact analysis to attribute, via triangulation, impacts of the ITP.

Overall and cross-cutting questions.

As observed above, answers to the overall process evaluation questions can to a large extent be inferred from a synthesis of the strand-specific findings. The findings be augmented by further bespoke desktop and field research targeted on ITP as a whole. For example, the overall process question “*to what extent has the set-up of the programme been efficient?*” can draw on a synthesis of cost factors associated with ITP arrangements, information on the effectiveness of triage processes, and evidence on changes to trends in the throughflow of leads to projects

We will develop specific approaches to capturing additional cross-ITP evidence as part of the inception phase. We plan additional interviews or workshops with those with cross-programme responsibility to be the main approach to evidence-gathering. We propose workshops after the field work has been conducted with cross cutting teams to review the fieldwork findings relating to strands and to identify cross-cutting issues arising that warrant further discussion. As discussed in our response A04 on dissemination, these workshops will also be an important part of our dissemination strategy

The ITT also identifies three themes to consider across the evaluation of the ITP: (i) culture and behavioural change; (ii) the three tier system and (iii) UK regional focus.

In terms of the *process evaluation* point (i) will be addressed through the process-related metrics delivered for this strand specifically, but is also likely to be relevant to other strands where processes are relevant to culture change (e.g. specific qualitative information on the extent of pro-active behaviour in seeking investment leads, the quality of coordination, and the effectiveness of in-sourcing).

Point (ii) resonates with concerns identified in Phase 1 of the need to avoid process-related transition failures in order for the ITP to deliver additional investment and economic benefit. Aside from objective data on prospects, information on investor perceptions of the new system and the ease with which they can navigate it will be important aspects of the process evaluation to address this issue.

Questions on regional processes can be picked as part of the evaluation of relevant strands. An improved regional presence is also one of the whole-of-ITP outcomes, and regional effects are also captured under “investment impacts” in the overall logic model. In our view this aspect is therefore most directly relevant to the impact evaluation. However we will be mindful of whether there are any specific regional differences in process-related views and explore whether aspects of the ITP delivery process may be associated with these.

Desktop evaluation and data gathering

Table 1 set out the data and desktop work elements of the process evaluation, noting again that some of this work will also be relevant to the impact evaluation. For the process evaluation, the primary data sources are likely to be management information, principally from Datahub. As part of phase 1, we conducted a review of data quality. Most of the data for the process evaluation were categorised as high or medium, with the latter description attached to data where consistency was an issue (particularly in relation to investment value and conversion rates).

Our phase 1 work also made several recommendations for improvements in data capture, particularly in relation to leads. As noted in Table 1, there are also some indicators for which the availability of data is uncertain.

At the start of the process evaluation, we would reach out to the data team to review the state of data. Indeed, an element of the process evaluation itself is whether data quality has improved, or whether steps are being taken to improve data quality.

As observed in Table 1, the process evaluation can also draw on secondary sources, notably in relation to investor perceptions and trends (for example, reports by EY and other sources). Typically, secondary sources are more relevant to impact evaluations than they are to process evaluations, but given the degree of interaction between the two, it is appropriate to consider these sources for the process evaluation. As suggested by table 1, the data and desktop analysis will be combined with analysis from the fieldwork to derive conclusions regarding the process evaluation research questions.

Fieldwork

Fieldwork will draw on a range of qualitative approaches (interviews, focus groups) and quantitative approaches in the form of surveys. The target populations include DBT stakeholder (strands delivery teams, DBT teams tasked with the overall design and management of the project) and investors. Interviews and focus groups allow us to build an in-depth understanding of DBT stakeholder and investor experiences of the ITP, and its effectiveness. These findings will be corroborated with a larger, quantitative online surveys of stakeholders and investors. This will allow us to see whether qualitative findings are reflected in a broader sample, while also allowing us to retain the ability to explore process-related questions in depth with a smaller number of stakeholders. Given that the process

evaluations are spread over two financial years, our initial inclination would be to run the interviews and focus groups in FY 23/24, and the surveys in FY24/25, though this could be subject to discussion with DBT.

In addition to understanding process, self-reported data from delivery staff and investor groups will capture perceived outcomes, specifically the through flow from leads/ proposals to projects and landed investments. Phase 1 identified the potential for significant differences in how investor-facing staff identified leads. We would seek to capture insights from different sectors, HMTC regions and markets. These insights will help to understand to what extent the ITP is delivering a systematic process for identifying opportunities. At the same time, such information will be relevant to the impact evaluation (see below)..

In line with MACs 3 and 4, all qualitative research and recruitment materials including topic guides, screeners and information sheets will be reviewed and signed off by DBT. Reviews have been factored into the process evaluation timetable.

Below we provide an overview of the fieldwork methods that will be used to collect primary data. The exact composition and allocation of interviews and focus groups will be refined in the inception phase, and can be reviewed and reallocated throughout. This will also reflect changes to the overall framework, including the two new strands, from the inception phase.

Focus Groups

The focus groups with DBT staff teams will explore the overarching aims of efficiency and effectiveness of the ITP as well as the strand specific questions for all 8 strands. The latter group include the specific research questions specified in the ITT for all existing ITT strands, and research questions developed in relation to the new strands. We would also include questions relating to ITP strand outputs and outcomes that were identified through the phase 1 report as particularly important to the process evaluation.

We will conduct up to 16 focus groups with DBT teams (2 per strand). We will conduct 8 of the focus groups early into the project, to inform subsequent exploration of research questions, and we will reconvene teams for follow up interviews/groups at the end of FY 2023/24 or early into FY 2024/25. We will also conduct 8 activation workshops with DBT stakeholders on cross-cutting issues.

Our preference is to conduct team focus groups per strand, as this would provide rich feedback about how the strand is working, areas for improvement and perceptions of outcomes. The focus groups will be 90 minutes in length and in the interest of improving engagement, will be offered in person for teams. If this is unfeasible, we are able to accommodate online or even hybrid options. We are aware that some staff may work across multiple strands, and in these cases, to mitigate research burden, we would consult staff on whether they would prefer to join separate team focus groups or take part in longer individual interviews that cover multiple strands. As such, we have reserved project budget for up to 25 individual interviews . We also believe that this group dynamic would yield rich overarching insights about the whole programme of work, with the experiences of some staff working across multiple projects prompting the reflection of other staff. Focus groups have an important role to play in assessing key aspects of the ITP, in particular whether coordination efficiencies are being achieved, and how far organisational culture has changed

We would seek DBT's assistance in coordinating these groups. Where possible, we would like to conduct these sessions as the first activity for each strand as they are likely to inform the wider process evaluation approach.

As mentioned, activation focus groups would focus on senior DBT stakeholders with cross-cutting responsibilities. The purpose of doing this is to invite views from this group based on the findings from the field work. This is intended to contribute to the process evaluation, but also to strengthen the dissemination process.

Interviews with DBT staff and other stakeholders

In addition to interviews with DBT staff for whom focus groups are not feasible, we will also do in-depth interviews with strand leaders and delivery staff. We would have a particular focus on strands which phase 1 work identified as being particularly important to the ITP's effectiveness overall. These include: FISS-insourcing (which was a major reform in its own right), Building pipeline, Aligning relationship management, and digital support services for foundational investors. Though this would not be to the exclusion of other strands such as FISS-outsourcing. We would also interview local authorities and partners involved in the FDI journey. These interviews will allow us to explore views on the effectiveness of cultural and organisational change, and will be particularly important in assessing how far risks associated with major reforms (e.g. changes to triaging, the in-housing of external functions) are working.

This scope could be revisited and agreed with DBT at the inception phase. We anticipate conducting 40 such interviews. Interviews will be conducted online or over the phone and will last 45-60 minutes. We envisage making contact with relevant teams through DBT contacts and warm leads.

Interviews with investors

Investors are an important source of information given the aims of the ITP to transform the investment landscape and culture surrounding outreach and interaction with investors. As flagged in Table 1, They can also provide insights on key innovations of the ITP, including insourcing, the digital support service, and expanding top tier capability. Information gained these interviews will also be of use for the impact evaluation

To achieve this, we will conduct 60 online or telephone interviews with investors who have interacted with the ITP (but not necessarily ones who have undertaken an investment).

The interviews will last 45-60 mins and will take a journey-mapping approach to gain insight into businesses' experiences of investment. This starts by exploring decision factors to invest in the UK and scoping out the investment, through to making the investment and managing the investment. A key focus here will be on perceptions of policy landscape for investment, and the role of HMG and DBT in addressing this. We will seek an understanding of the overall materiality of support (and what type of support) in investment decisions.

In addition, we will also interview investors who interacted with DBT but did not invest. These interviews will also take a journey mapping approach and explore the barriers to investment

and the decision-making process. It will also be useful to understand potential outcomes from non-UK investments.

In all cases we will use the insights from the interviews to consider where elements of the ITP process appear to have been important influences on the investor journey.

We will refine a sampling strategy with you prior to recruitment and develop a screener to ensure quality of the sample. At present, we envisage sampling across the following variables: (i) Level of interaction with DBT; (ii) HMTC regions (iii) type of investment (in line with the ITP tier structure); (iv) host region within the UK (v) business size.

We will recruit investors via an opt-in invitation email administered by DBT to ensure compliance with data protection laws around the world. The sample used for the opt-in will be drawn from DBT's Data Hub, a comprehensive record of businesses that have interacted with DBT. We can also supplement the sample through free find methods in partnership with Roots research, our recruitment partner. Roots have access to international panels and local recruiters in various countries around the world. We will consult with you to ensure we reach the right investors and screeners will be signed off by the DBT team.

After opting into the research, participants completed a screening questionnaire to ensure that sample quotas were met. We recommend an incentive of £70, either as a voucher or as a charitable donation, as a thank you for participating in the research.

It should be noted that using an opt-in for the research is likely to impact the investors or potential investors that take part. Investors that had a particularly positive or negative experience are more likely to be motivated to take part to share their experiences. Those who had a muted or more neutral opinion of their experience with DBT may see the research as being less of a priority for them.

Qualitative analysis: Our approach to analysis of qualitative data is robust, rigorous and systematic. We conduct thematic qualitative analysis which involves use of a matrix mapping framework to identify key themes and variation across key sub-groups of interest. Researcher analysis sessions will be conducted and used to support interpretation of the data, during which the team will come together to discuss and test emerging themes and insights. These methods of analysis focused on identifying key themes and patterns – including the range of factors influencing businesses' experiences and perceptions of DBT activities and processes through the ITP; the influences of these on investment decisions; and ways in which DBT support and associated processes could be improved. In the interest of analytical transparency, colleagues from DBT are invited to join these sessions and contribute to shaping any further deep dives and the overall narrative of the findings.

Quantitative fieldwork (2024/25)

Survey with DBT staff: An online survey with DBT staff will provide quantitative data on perceptions of the ITP and the changes in organisational structure. The survey will be developed following focus groups in 2023/24, and will seek to explore the extent and drivers of cultural and organisational change. Questions could focus on: (i) perceptions of the ITP and whether coordination benefits are being achieved; (ii) the extent of behavioural change; (iii) suggestions for improvement.

We will take a census approach including all delivery staff at different levels (including FDI academy, OfI staff and Local enterprise teams) and send out invites and reminders through DBT email contacts.

Survey of investors: An online survey of investors and potential investors will provide quantitative data on the effectiveness of DBT activities through the ITP. The survey will be developed based on qualitative findings, providing an understanding of whether the findings from the interviews are representative of the wider investment population. The survey will include both process and impact questions and will provide valuable feedback on the processes around engagement, the perceived effectiveness of DBT's support and specific areas for concern and improvement.

As with the qualitative interviews, survey participants are investors or potential investors who have had experience with DBT's support on the Top Tier and IDSS strands. This includes businesses that have invested in the UK, and businesses who have not, to give a complete view of the efficacy of DBT's activities and a range of perspectives on the processes involved. For the survey, we will limit businesses who have not invested in the UK to businesses who have interacted with DBT's services.

We will agree a sample frame and quotas with you based on what we learn in the qualitative research, however at this stage, we envisage sampling based on: (1) Whether they have invested in the UK or not (and whether they are new to the UK or used DBT services to expand within the UK); (2) the location of their business in the world; (3) the sector in which they operate their business and (4) the size of their business.

Like the qualitative interviews, we will use DBT's Data Hub to identify and contact businesses using an opt-in approach. Kantar Public's work on the Inward Investment Project demonstrated the strengths and challenges of this approach. Recruiting the sample in terms of size and diversity will be challenging, and thus we have included a long lead in time for recruitment.

In line with MAC 5, survey scripts will be reviewed and approved by DBT and this process has been accounted for in the project timeline. Online data collection will be used as it allows respondents to participate at a time that is suitable for them, regardless of time zone. An online approach will also allow respondents to complete the survey in a choice of languages.

Responses to the survey will be maximised by:

- Scripting the survey in English, French, Spanish and Simplified Chinese, allowing respondents to complete the survey in language which suited them
- A persuasive and engaging survey invitation
- Survey reminder emails being sent after the initial invitation
- Where appropriate, investors being encouraged to participate by known contacts from DBT.

Each survey question will be tabulated by an agreed set of analysis variables. Data will be tested for statistically significant differences to highlight the associations between measures and subgroups. If the base sizes are small, the sub-group analysis should be viewed as indicative only.

The survey findings will be mapped onto findings from the qualitative interviews. A thematic approach to the analysis and reporting will be used, enabling the two sets of findings to build upon each other.

Outputs: Findings from the process evaluation will be presented in several deliverables across the contract period in line with the requirements of the ITT (see also responses A02 and A04).

Impact evaluation/ VFM

Impact evaluations are based on a counterfactual analysis. They seek to identify to what extent changes in evaluation metrics of interest are attributable to an intervention. This requires estimation of a counterfactual, which is difficult as the counterfactual is inherently unobserved. Key evaluation metrics are also often affected by a wide range of external factors which need to be credibly considered in an evaluation.

The challenge is particularly acute for interventions such as the ITP, which seek to reform and enhance an existing investment promotion offer, and which operate in a complex landscape where decisions about investment are affected by a huge number of factors outside the immediate control of DBT. As set out in Frontier's evaluation framework, the relevant counterfactual is *what would have happened in the absence of the ITP* – that is, comparing the *incremental* effect of the ITP over and above the pre-reform investment promotion landscape. The challenge of identifying the impact of different strands of the ITP is even more acute, given that the ITP is an intervention which sought to change the overall system of government investment promotion support.

Our framework, which we propose to implement in this study, set out an overarching **theory-based approach** to the impact evaluation, in particular a **contribution analysis** which seeks to triangulate across a range of data sources and approaches to establishing a counterfactual to evaluate whether it is credible that the ITP has contributed meaningfully to intended outcomes and impacts in terms of inward investment and economic impact. We will also draw heavily on the **theory of change and logic model** established in previous work which set out pathways through which the ITP should, in principle, generate the intended benefits, and a set of assumptions and risks which need to be considered. The **systems model** developed alongside the logic model helps to establish the links between the different strands of the ITP, and therefore will be used to guide our evaluation of the contribution of different strands to the overall impacts, as far as this can reasonably be disentangled.

Our mixed-methods approach to the evaluation is guided by the programme logic that the investment and economic impacts of the ITP first flow through the effect of the transformation of the investment promotion offer on investment outcomes. Enhanced investment outcomes are expected to generate a set of economic benefits. These benefits will generally materialise over a length of time that lies outside the evaluation timeframe. Consequently, the crux of our work will lie in understanding the additionality of the ITP in relation to investment. We will draw on established relationships between investment and macro-economic performance variables to predict the magnitude of probable benefits.

In practical terms, there are three logical steps we would seek to evidence. We describe these in more detail below (in reverse order).

- 1) Understanding how the ITP has enhanced the UK's investment promotion offer.
- 2) Understanding how investment promotion delivers additional investment outcomes.

- 3) Understanding how additional foreign investment generates economic impacts on a range of key metrics (productivity, GVA, wages, employment).

Understanding the impact of investment on key impact variables

We can draw on a relatively extensive literature drawing on econometric techniques. Indeed some of the results of these have been used to develop the GVA multipliers that DBT uses predict impacts of particular investment proposals, and which were used in the business case for the ITP in appraising potential impact. We did not propose, and the ITT does not require, that new econometric estimation be undertaken to provide new estimates of this relationship. Rather, we will review the existing literature to develop updated measures of the responsiveness (elasticity) of the impact variables to changes in inward investment. This will serve to:

- Update and extend previous Frontier work for the Department to consider how an econometric estimation of the impact of investment on economic impacts could be done in the context a review of the existing empirical literature and available data.
- Test and refine the assumptions made by DBT in the ITP business case and internal modelling.
- Use the evaluation evidence to update estimates of the economic impact and VfM of the ITP in the light of the assumptions made about the elasticities.

The evidence review will also focus on the links between investment and impact measures that are less easily quantifiable than headline macro-economic ones. These include environmental and social payoffs, as well as regional benefits. The links with these indicators are difficult to establish, as they depend very heavily on the characteristics of the investment. Information on characteristics may be retrievable from datahub, and could be combined with a review of the literature on links between foreign investment and these broader forms of benefit.

The evidence review will draw on targeted searches of academic and grey literature databases (Google, Google Scholar, Scopus, etc.), searching for recent studies which cite seminal literature previously reviewed and any intelligence from within the Department on recent empirical work. We will agree the parameters of the review with you. We have substantial experience of undertaking formal literature reviews for the Department.

Understanding the impact of investment promotion on investment outcomes

The crux of the impact assessment, within the scope of this evaluation, is the impact of investment promotion on investment behaviour and the role the ITP has played.

As observed above, identifying how particular aspects of investment promotion ecosystem, like the ITP, influence investment impacts is challenging. Thus we focus in the first instance on estimating the **additionality of investment promotion** as a whole in terms of investment outcomes.

The evaluation framework report suggested two alternatives, reflected in the ITT. The more ambitious option would be to undertake a quasi-experimental econometric evaluation of the effects of investment promotion. The general logic of these approaches is to distinguish between a treatment group (investments that have benefitted from investment support) and a control group (investments that have not), and (controlling as fully as possible for other differences between the groups) see if there are systematic differences between the two in

order to measure the effectiveness of investment promotion activities. In this sense the control group forms the counterfactual.

Possible approaches include comparing the propensity of multinational firms to locate in the UK, following Volpe Martincus et al. (2020) who conduct this exercise for countries in South America using firm-level data linked to support from national investment promotion agencies; or modelling the size of investments supported by DBT compared with a control group of unsupported investments as outlined in Frontier Economics (2020). The approach is similar to that Frontier used to estimate the effectiveness of DBT's export promotion. Other approaches that fall in the same class of quasi-experimental methods include differences-in-differences, regression discontinuity methods and synthetic comparators, all of which we can explore in the work programme in the first financial year.

As documented in the phase 1 report, the main challenge with this is the availability of granular firm- and investment-level data. In the case of investment promotion, one advantage is that Data Hub reports data on investment prospects, projects and verified investments. It also captures information on interaction between investors and DBT. This should enable the construction of a treatment group. In terms of non-treated groups, the challenge is to collect data on investments that have been realised and not captured by Data Hub. This may be possible through business survey data or secondary sources such as FDI Markets and Pitchbook, although it is likely that most of any estimation sample would be derived from investments preceding ITP implementation.

The econometric analysis linking investment promotion to investment outcomes is not expected until the second year of the evaluation. In the first year of the project, we would develop a more specific road map for the econometric analysis based on a review of data quality, and particular the extent to which robust treatment and control groups can be constructed. This would build on the scoping exercise conducted by Frontier Economics (2020) for (then) DIT, but updated in the light of changes in the investment promotion activities, data and insights from the enhanced literature review.

If quasi-experimental methods are not feasible, the alternative option is to use "before-after analysis" with controls. By this we mean observing trends in lead generation and landed investments before and after ITP implementation, and observing any changes. We would need to control for the influence of external factors (which can be captured by trends in investment globally, for example) We could couple this analysis with survey evidence, and qualitative evidence envisioned in the field work. Concretely, investors can be asked to what extent it is likely that they would not have invested absent investment promotion.

These 'self-reported' counterfactuals would typically not be considered as robust as those derived from objective external control groups, subject to respondent bias (those willing to respond may not be a random sample of all investors, but perhaps those with particularly positive or negative experiences of investment promotion). However this may be all that is feasible in the light of the refined scoping exercise, at least to provide evaluation evidence within the scope and timings of this report. Provided that a sufficiently large sample of investors can be surveyed, surveys also allow us to differentiate impact by the characteristics of the investor or the investment. Even if a viable econometric approach can be implemented, we suggest asking self-reported impact questions within the survey as a means of triangulating findings.

Understanding the contribution of the ITP and ITP strands to investment promotion

As observed in the phase 1 report, econometric methods can establish the effect of investment promotion as a whole, but these methods are usually not suited to generating robust results for individual interventions. This particularly true for the ITP since its effects are likely to be felt gradually.

To detect the effect of the ITP, the evaluation framework suggests that an immediate focus would be on the relationship between strand outcomes and lead generation / conversion metrics. In essence, we consider the proportion of the pipeline that has been affected by the intervention at a given point in time. The idea is that by establishing this link, it should be possible to then draw on the evidence linking investment promotion as a whole to say something about the contribution of the ITP i.e: how far has the ITP and its strands shifted lead generation and conversions, and how could this have affected investment behaviour.

Establishing the link between ITP strand outcomes and lead generation / investment prospects and conversion is in and of itself challenging. A natural approach would be a before/after comparison using Data Hub to look for trend changes in prospects, projects and conversions pre- and post-ITP. However this would not account for other changes in the investment landscape in the UK and overseas which have occurred alongside the ITP, including (for example) recent large increases in global interest rates, and significant levels of economic and geo-political uncertainty. As observed above, the impacts of the ITP will manifest themselves progressively, and are likely to become more visible outside the time frames of this evaluation.

The logic and systems model bring out the qualitative nature of the metrics associated with the strands that are, in turn, the core determinants of effects on leads, prospects and projects. This is particularly the case with larger scale, complex projects which are fewer in number and therefore less amenable to formal analysis. It will therefore be necessary to use qualitative methods and judgement to derive a defensible conjecture as to what the effects on lead generation and conversion would be. We will use the data collection outlined above for the process evaluation to generate this evidence, combining depth interviews and case studies of more complex projects to assess views of those involved on the impact of investment promotion and the ITP on whether the prospect was converted and the nature of the investment (scale, location, etc.), and the broader investor survey to capture a wider set of perceived impacts of the ITP. In this way we further combine the evidence from the process evaluation to inform the impact evaluation.

We will also explore what methodologies may become feasible over future years, as the effects of the ITP potentially become more pronounced.

REPORTING

As part of the final report, we will include any recommendations for longer-term evaluation of the ITP drawing on the lessons learned from this early implementation of the framework.

This could include, for example:

- Possible approaches to more rigorous counterfactual assessment of the impact of ITP on investor behaviour as more 'post-ITP' time series data on leads and conversions becomes available;
- Methodological refinements to capturing qualitative and quantitative evidence from investors;
- Scope for additional econometric work to assess the relationships between investment promotion and investment outcomes (if not implemented in this study) and/or between investment outcomes and economic impacts.

Value For Money (VfM) analysis

As explained in the *Magenta Book*, the key question a VfM analysis seeks to answer is whether a programme was a good use of public funds. VfM analyses usually involve the calculation of Benefit-Cost Ratios (BCRs), with a BCR of 2 or more consistent with high VfM. We understand that the purpose of doing this is to help present a business case to HMT as part of a future Spending Review, which may take place in 2025 following a General Election in 2024. A future business case would need to be grounded in evidence of the *realised* impact of past investments, therefore linking this evaluation of the ITP to future appraisal, in line with best practice.

The VfM analysis relies heavily on the impact analysis. The impact analysis focuses on establishing the effect of the ITP on investment outcomes, and via established relationships between these outcomes and measures of economic benefits, how the ITP enhances overall benefits. The VfM analysis takes these measures of benefits, and relates these to the costs of the ITP.

As discussed in the phase 1 report, the VfM analysis can be addressed in a number of ways. A key point is that the business case for the ITP involved an ex ante projection of the BCR (of 3.2). One approach therefore consists in checking the validity of the assumptions that underpin this process. For instance, a key driver of the BCR is the additional impact the ITP has on investment. It is precisely this question that is addressed in the impact assessment. Our core approach, as discussed in the previous section on the impact analysis and in the phase 1 report, is to combine econometric estimates of the effects of investment promotion on investment, and then attribute an effect to the ITP by triangulating with information from field research. This helps us derive an “ITP effect” on investment, and by extension on overall measures of economic benefit that respond to changes in investment.

We can then take these estimates of the “ITP effect” on investment and benefits and compare these to the underlying projections in the business case to see how far they hold. We would propose a scenario-based analysis in which we see how plausible ranges of the ITP effect derived from the impact analysis affects BCR projections. A more bottom up approach would take the estimates of the ITP effect from the impact analysis and compare them to estimates of costs gathered through DBT. Given that the VfM would likely be carried out in year 2 of the evaluation., we would use year 1 to ascertain the extent of cost data and its availability.

We would undertake sensitivity testing around the BCR -for example, to see how far it might shift because of changes to the efficiency with which the ITP is implemented, changes to its configuration, or in response to exogenous shocks.

While the calculation of the BCR is an important, and most visible, part of the VfM analysis, it is not the only element, for a number of reasons. First, there are some impacts which will be difficult to monetise. This include: changes to the policy framework that might have economic benefits over and beyond those related to foreign investment (e.g. by improving the quality of regulatory processes); distributional and regional benefits; environmental and social payoffs from investments in strategic sectors. The VfM work will therefore need to supplement the BCR calculation with a qualitative narrative that underscores the range of unquantified benefits. The qualitative narrative is also important to help foster an understanding of how the ITP delivers the net benefits embodied in the BCR calculation.

This is important in terms of building the business case, which we understand the BCR will feed into.

In relation to the business case, a key part of work will be to understand the exact objectives that are sought. We are aware that it will feed into the next spending review. What we will seek to understand is whether the aim is to secure continued funding, support for further expansion and transformation of the offer, and so forth.

Bringing together the narrative from the different strands of the evaluation

Our approach has shown how we plan to undertake the different types of evaluation (process, Impact and VFM), and how we plan to synthesise large amounts of information from multiple sources to do so. While each of these elements responds to a specific purpose, there is clearly value, given the context of the ITP, in bringing together the different elements to create actionable insights and an overall narrative. This reflects the broader context for the ITP, discussed in section A01, of increased rivalry in attracting investment. That in turn raises the stakes in terms of efforts to attract foreign investment, and in particular sharpens the focus on making the most of resources (financial, organisational and human) at DBT disposal. Each of the three types of evaluation offers particular insights into this question, and what improvements can be made. We would therefore propose, in addition to the specific reports required as deliverables in the ITT, prepare an overall synthesis report highlight actionable policy insights, and further research questions. We anticipate (as discussed in our response in section A04), that this will contribute to enhancing engagement and ownership across DBT of the evaluation process.

A04: Dissemination

Dissemination requires fostering understanding and ownership of the evaluation and its results beyond the immediate group of stakeholders whose primary function lies in evaluating. This broader group includes DBT stakeholders tasked with the design and the delivery of the ITP, and who will seek actionable recommendations. The broader group also includes other HMG officials, notably Treasury officials who will seek to understand the intervention from the point of view of Value for Money in the context of the spending review, and local authorities. Beyond statements and numbers, all stakeholders will seek, at some level, to understand the narrative underpinning findings and recommendations.

Phase 1 feedback emphasised the need to strengthen the level to which the evaluation process was understood and owned by broader stakeholders. This partly reflects the complexity of the ITP itself, and the range of evaluative techniques envisioned across different types of evaluation. It also reflects the need to communicate concepts that are specific to contribution type analyses, such as logic and systems models, and mixed methods approaches drawing on triangulation between qualitative and quantitative approaches that are needed in the case of complex interventions.

Delivering complex insights to non-technical audiences

One of the lessons from the phase 1 work is that in light of the complexity of the evaluation, the process of dissemination needs to begin at project inception. As explained in our response to A03 on our approach and methodology, we propose to use the inception process to: (i) engage with stakeholders, if possible in-person; (ii) develop the narrative around logic models and systems models. Recognising that these are visually complex, and will become more so with the addition of strands, we will explore how simplified versions

may be developed (iii) Develop a “so-what” narrative around the evaluation, and in particular to highlight out the different types of evaluation are useful in terms of risk management. As highlighted in our other responses, we envision that the risk management angle will be a particularly significant angle to anchor ownership of the evaluation.

Topic guides will play an important role in fostering understanding and ownership. Topic guides were used extensively in phase 1 and significant efforts were invested by the Frontier team in developing them. Our judgement was that they made limited headway with stakeholders, principally because of the timelines involved. The timelines for phase 2 in general should allow more space for review, though specific efforts will be required for the inception phase. We would also recommend identifying a lead contact for each DBT stakeholder group so that topic guides can be developed iteratively.

We have also envisioned a range of measures over the project life-cycle.

Activation workshops: We will conduct activation workshops throughout the process evaluation. Activation workshops with cross cutting ITP teams will help embed findings with the audience groups who will ultimately be responsible for the design and delivery of the ITP. Workshops will ensure these audiences remain engaged and are closely involved in shaping outputs. We will conduct one workshop per stream, however the timings of the workshops are difficult to predict, as they require the bulk of findings to have been analysed in preparation. We will be responsive to the progress of each stream and liaise with the teams to find a suitable date. This also means that we can be responsive to the individual stream findings, designing bespoke workshops that maximise value.

The workshops will be in-person, last 90 minutes and will involve a summary of findings, and activities that involve assessing trade-offs and the feasibility of implementing recommendations. We will also use creative workshop exercises to encourage cross-cutting teams to develop provisional action plans. In 2022/23 we conducted a series of 6 activation workshops for the Healthy & Safety Executive (HSE). Kantar Public were commissioned to conduct qualitative research across 6 streams of work informing HSE’s 10 year strategy. Following analysis and presentation of findings through debriefs, we conducted activation workshop with key policy stakeholders across the organisation. This allowed us to assess the feasibility of recommendations for different teams, and the development of specific action plans that took into account the short term and long term change required. This was an important step in the dissemination strategy, as we communicated technical findings to non-technical audiences and refined the findings with a lens of feasibility and priority. The workshops were also important as we utilised our centralised role as independent researchers to mediate between frontline workers, unions, employers, HSE researchers and the HSE policy teams.

Technical workshops. The impact evaluation poses specific challenges in terms of the particularly technical nature of the methods involved, specifically a formal econometric analysis coupled with triangulation approaches drawing on findings from the field work to attribute impacts to the ITP, and to constituent strands. We would propose to hold a specific workshop explaining how, on the basis of the work conducted to date, we envision developing the impact analysis. This event would include a non-technical explanation of quasi-experimental methodologies, drawing on relevant previous work (including work done by Frontier for DBT). We would use this opportunity to explain what is and is not feasible to do; what can and cannot be inferred by formal methods, and how far triangulating with field work can deliver actionable insights. As explained below, the use of infographics, and

dashboards/ calculators that allow audiences to run simulations, are useful tools for fostering ownership of and interest in the underlying mechanics and narratives surrounding impacts.

The next stage of dissemination includes the preparation of **written outputs, reporting interim and final results**. The ITT contains specifications for the length, format and timing of deliverables, with a view to supporting their dissemination. We envision that the interim and final reports for the strands and the ITP, with limits of 10 and 30 pages respectively, will summarise key points and present data in accessible and engaging ways. For qualitative data, this will include **vignettes, case examples and quotes to evidence the main points**. **Survey findings** will be presented through visuals including pie charts and bar graphs.

Deliverables will also include journey **maps, pen portraits and infographics** (see below). These would be reviewed by a professional copy editor for clarity. We would also develop technical appendices, which will be of particular value, in conjunction with the overall narrative, in supporting engagement with Treasury as part of the spending review. The narrative will include evidence on impacts that go beyond quantitative estimate of impact, to include issue such as: the extent to which the investment environment has improved as a result of the ITP, and important lessons learned in terms of developing foreign investment-related interventions in the particularly competitive context (see response A01) prevailing at this time.

Following the activation workshops with key stakeholders and research participations, we will refine and develop a set of final deliverables presenting the findings in a way that is engaging, actionable and accessible to a wide range of audiences.

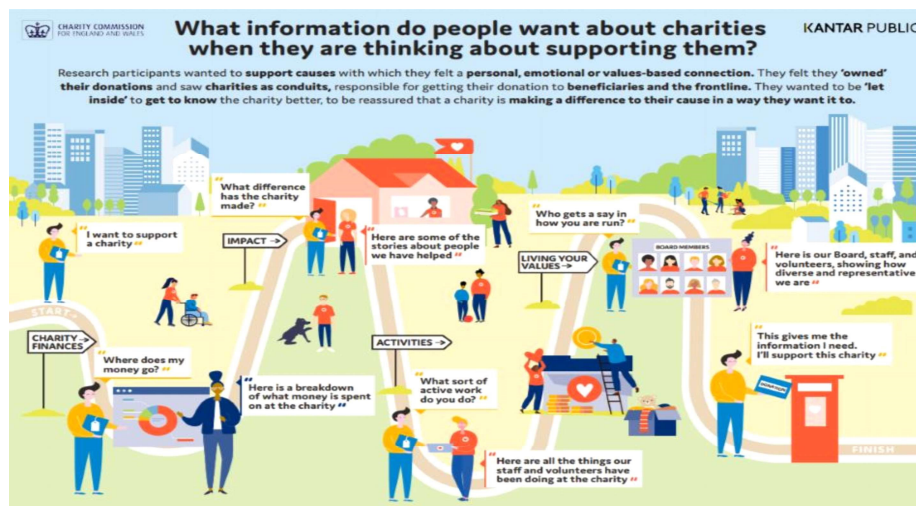
Approach to applying creative and novel techniques in delivering research findings and recommendations.

We envision a variety of formats to convey findings. The process evaluation, and field research in particular, would involve synthesising a large amount of text-based information. By combining data generated from focus groups, interviews, surveys and management information, we can conduct typological analysis to distinguish different types of investors and investment journeys. Typological analysis is the qualitative equivalent of a segmentation. This will allow suggested improvements to be targeted, aimed either at work streams, or at investor types. This type of analysis also facilitates the generation of creative deliverables that are simple, effective and accessible for non-technical audiences.

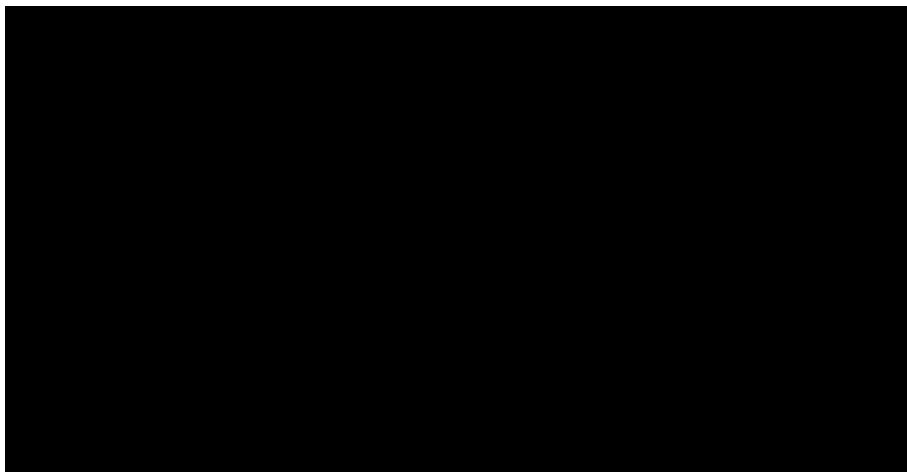
Typologies will be included in all reporting outputs, and can also be visualised throughout.

We have proposed four priority formats for deliverables below focused on setting out the findings in full and driving insight activation. We would work with you collaboratively to agree these throughout the project. This priority formats might include developing journey maps, pen portraits, activation toolkits and infographics. We work with a network of approved subcontractors, including artists, designers, and film makers.

Journey maps: Journey maps are a visual representation of participant experiences from a starting point to an end point. They are particularly useful in visualising a decision making process such as the decision to invest, as they include the relevant drivers and barriers to desirable decision making along the way. Below is an example of journey map we developed for the Charity Commission to visualise the drivers of donations to a charity.



Pen portraits: Pen portraits are a way of bringing typologies to life. We develop a persona that conveys the main characteristics of a typology, including the likely background, experience, motivators and challenges for that type of investor. Below we have included a screenshot of a pen portrait developed for our Inside Lives project which explored the experiences of the public during the pandemic and lockdowns.

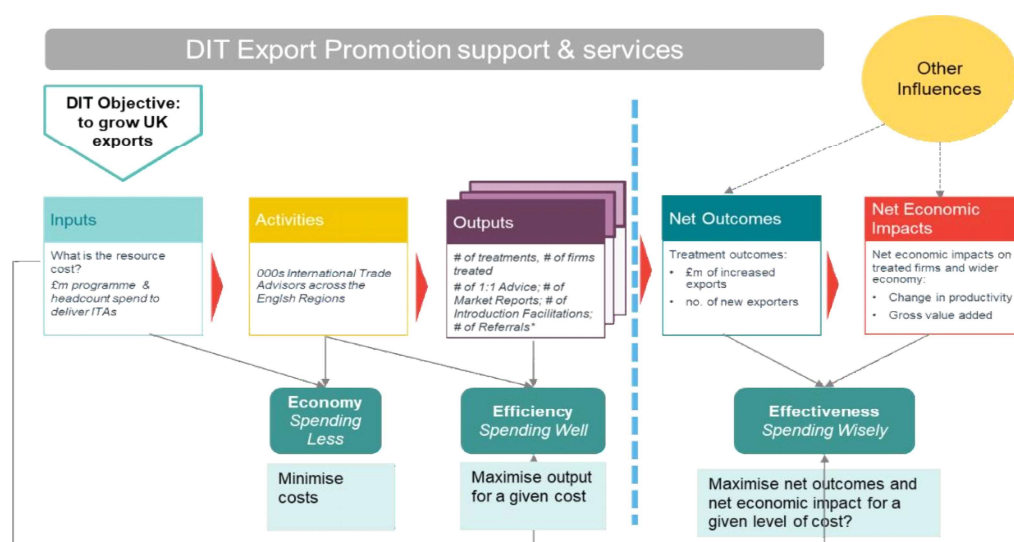


Activation toolkits: To support the embedding of research findings, we can prepare a toolkit of interactive materials that will bring the experience of each work stream to life for DBT, including role play exercises and pen portraits, as shown in the images below. We can segment the toolkit by work stream and include overall lessons for staff. This may be an effective way This will bring to life a range of different audiences, i.e. service users and service support staff, capture their story and indicate what they need to enable successful transitions from military to civilian life.

This will include a summary of insights and a communications checklist. We also find that games are highly effective tools for embedding key insights – in this case we may be able to design a game that illustrates different service user journeys and the potential influence of different kinds of support offered. Below is an example of a toolkit we developed for HSE helping their policy teams navigate the findings from work with Building Safety Regulators. The toolkit allowed us to present findings in clear and engaging ways, and with functionality for policy teams to be able to navigate to relevant topics.



Infographics: infographics make findings engaging and instantly digestible by a wide range of stakeholders and audience groups. They are shared easily and can be printed as physical collateral, allowing findings to remain visible long after research is complete. For this project, infographics may be a useful way of presenting different investor journeys, their interactions with DBT and the barriers and facilitators to successful investment in a simplified and accessible way. Infographics are particularly helpful in combining quantitative and qualitative data into a unified and simplified journey. The example below gives a template drawn from our work on export promotion.



Infographics are also an important tool for conveying impact and VFM analyses. Frontier has worked closely in the past with DBT, notably in the area of export promotion, to establish impact dashboards and VFM calculators. We can combine this with maps to identify the geographical distribution of impacts. Dashboards can be summarised via infographics, and also delivered in excel format so simulations can be run to see how impacts and VFM vary under different assumptions (including changes to exogenous parameters i.e. ones outside the ITP itself). We find that the ability to run simulations is a particularly effective way of fostering ownership, as it helps to engage audiences into the underlying mechanics and narratives behind numbers.

Knowledge and experience of establishing actionable recommendations from research findings to ensure impact.

We have a long track record of undertaking work that supports actionable recommendations, across a variety of themes. As explained above, our approach to developing actionable recommendations is to embed and understanding of methods and findings from an early stage. This fosters ownership of the results, and above all an understanding of the narrative that surrounds these results. It is usually that narrative that provides the momentum for translating recommendations into action.

Our work for DBT in developing its VFM analysis of export promotion provides a good example of this approach. We engaged widely with departmental teams to embed the model, providing training sessions and written documentation over several months. This included guidance on how the model's assumptions and data could be updated in the light of new evidence, and the functionality of the model be built on and expanded if the policy support architecture changed. This example demonstrates our capacity not only to develop Vfm frameworks and methodologies which are tested and validated against best practice, but also how we work with clients to embed and support internal teams to own, use and develop the models we provide, to help future-proof them against new data or new ways of thinking.

Other recent project that have led to actionable recommendations include: work to support the development of the UK's Clean Maritime Plan, in which we worked with the relevant departments to ensure understanding of our underlying modelling of shipping emissions, and mechanisms to mitigate these. Follow up work for the Department for Transport supported the establishment of UK SHORE, a dedicated agency for the funding of projects to reduce shipping emissions. We also worked closely with DEFRA on developing recommendations for adapting to climate change, that have been incorporated into the government's adaptation strategy. A subsequent report on barriers to financing adaptation to climate change was also published by the Committee on Climate Change. We also worked closely with the then DIT to help develop its position on trade in environmental services, in the context of international negotiations. We also worked closely with the UK Trade Remedies Authority to help it develop a tool kit to measure the extent to which trade remedies were being circumvented. Our work on data localisation and data access policies for DCMS have helped shape the UK's data strategy. Our work on alcohol minimum pricing in, respectively, Scotland and Jersey has been published as part of wider reviews and consultative processes. Finally, our work on the economic costs of conflict in Syria and in South Sudan, and on the costs of counterfeiting and piracy has received extensive coverage in the international press

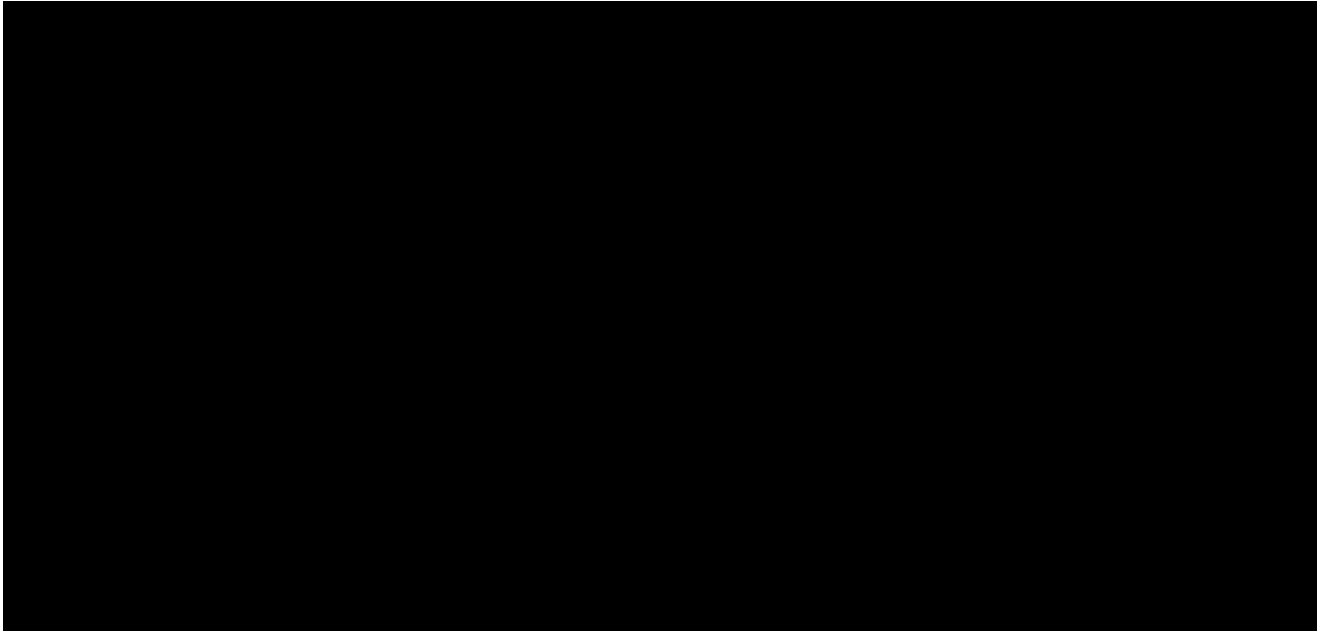
A05: Project Resource

Overview of project team

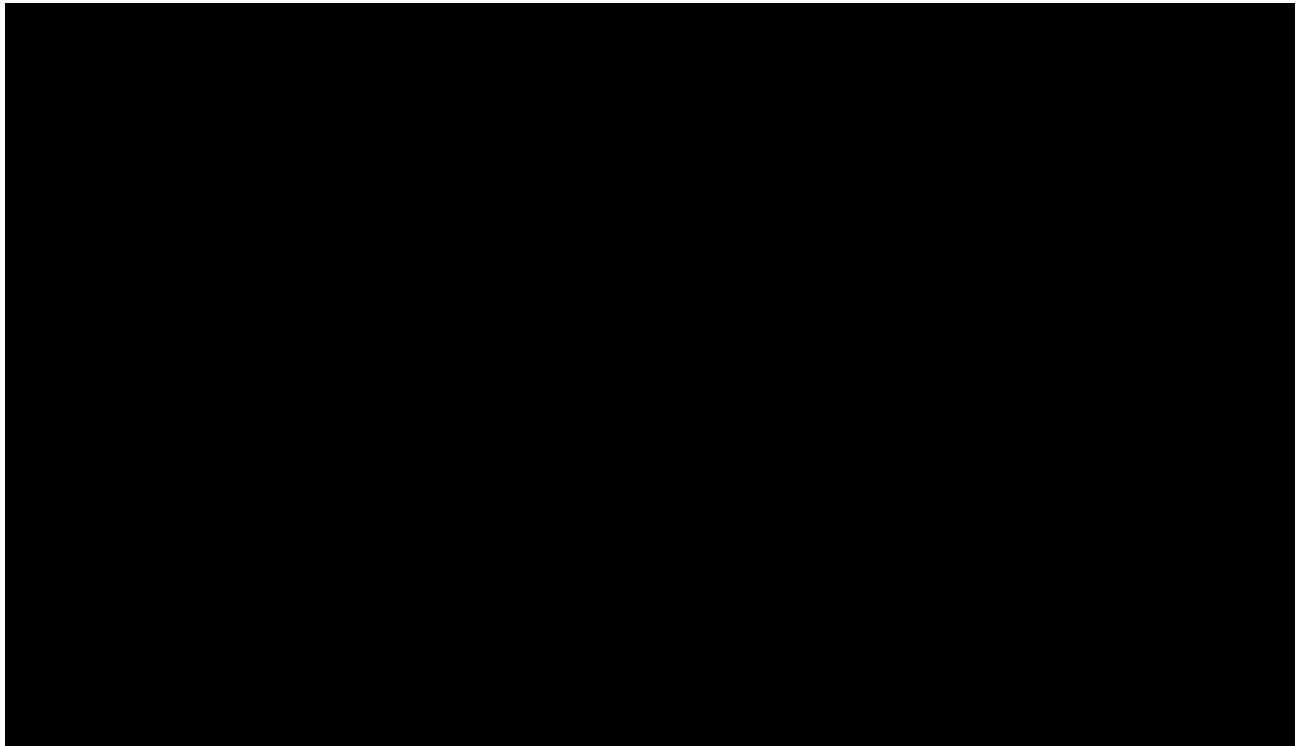
Our proposed team offers deep and tested experience across the range of competencies required for this project

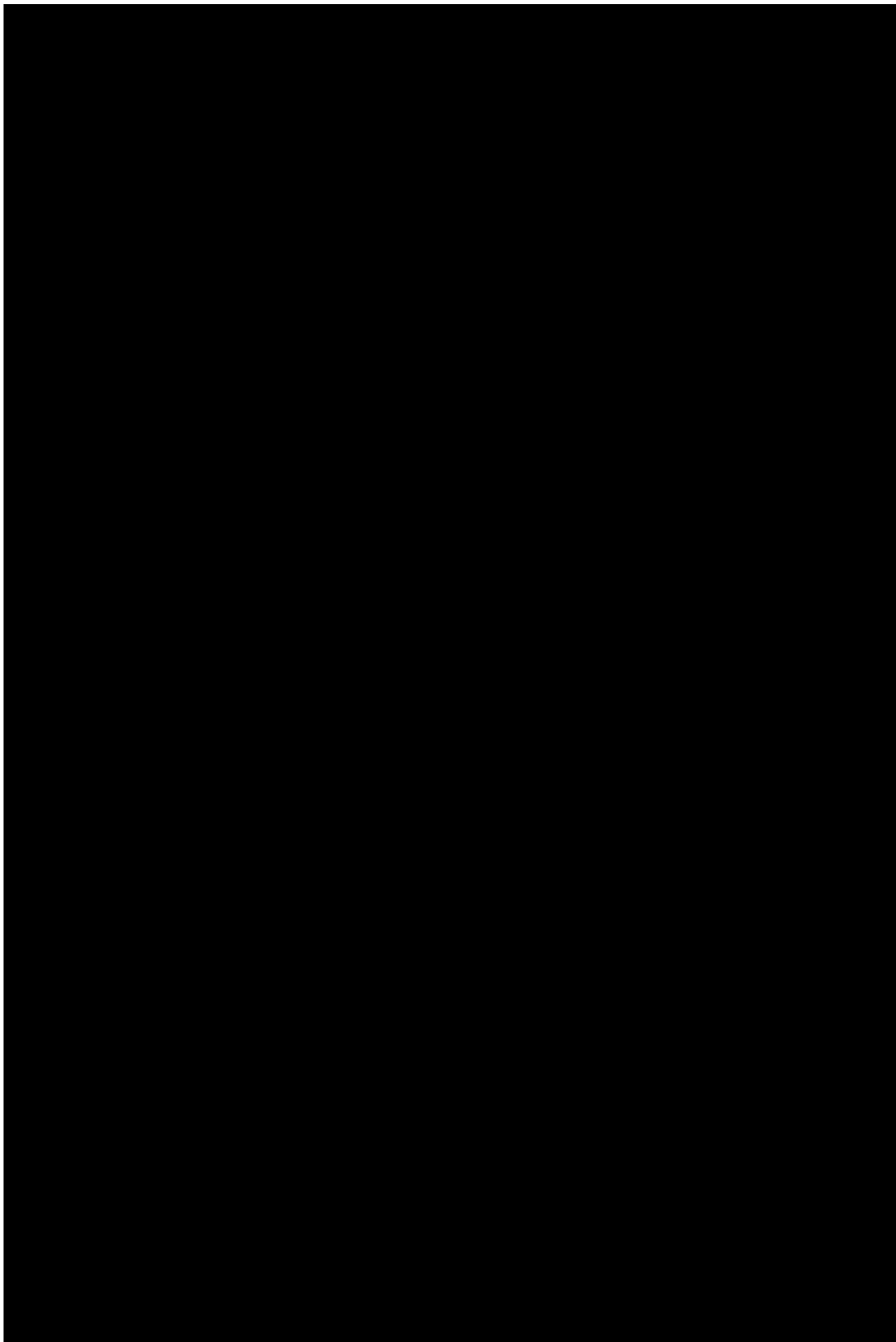
- (i) Understanding the economics of foreign investment, investment promotion, and the domestic and global policy context for foreign investment
- (ii) Developing and implementing monitoring evaluation frameworks, both in the UK in compliance with Green and Magenta book requirements, and globally. The project direct and project manager have close to a decade of experience in this field, well in excess of the minimum requirements specified by the terms of reference. Both led phase 1 of the project.

- (iii) Deep expertise in qualitative and quantitative field work (surveys, focus groups, interviews)
- (iv) Deep expertise in the application of econometrics, notably quasi-experimental methodologies, and their combination with qualitative insights
- (v) A significant investment in quality assurance, with an overall director of quality assurance, and specialist advisors on quality assurance for the field work.
- (vi) Specialist skills in developing systems and logic models, specifically for DIT, as well as other departments and agencies, notably UK Research and Innovation;
- (vii) Undertaking value for money evaluations with a view to preparing business cases for submission to HM Treasury (HMT).



Detailed CVs are annexed to this attachment





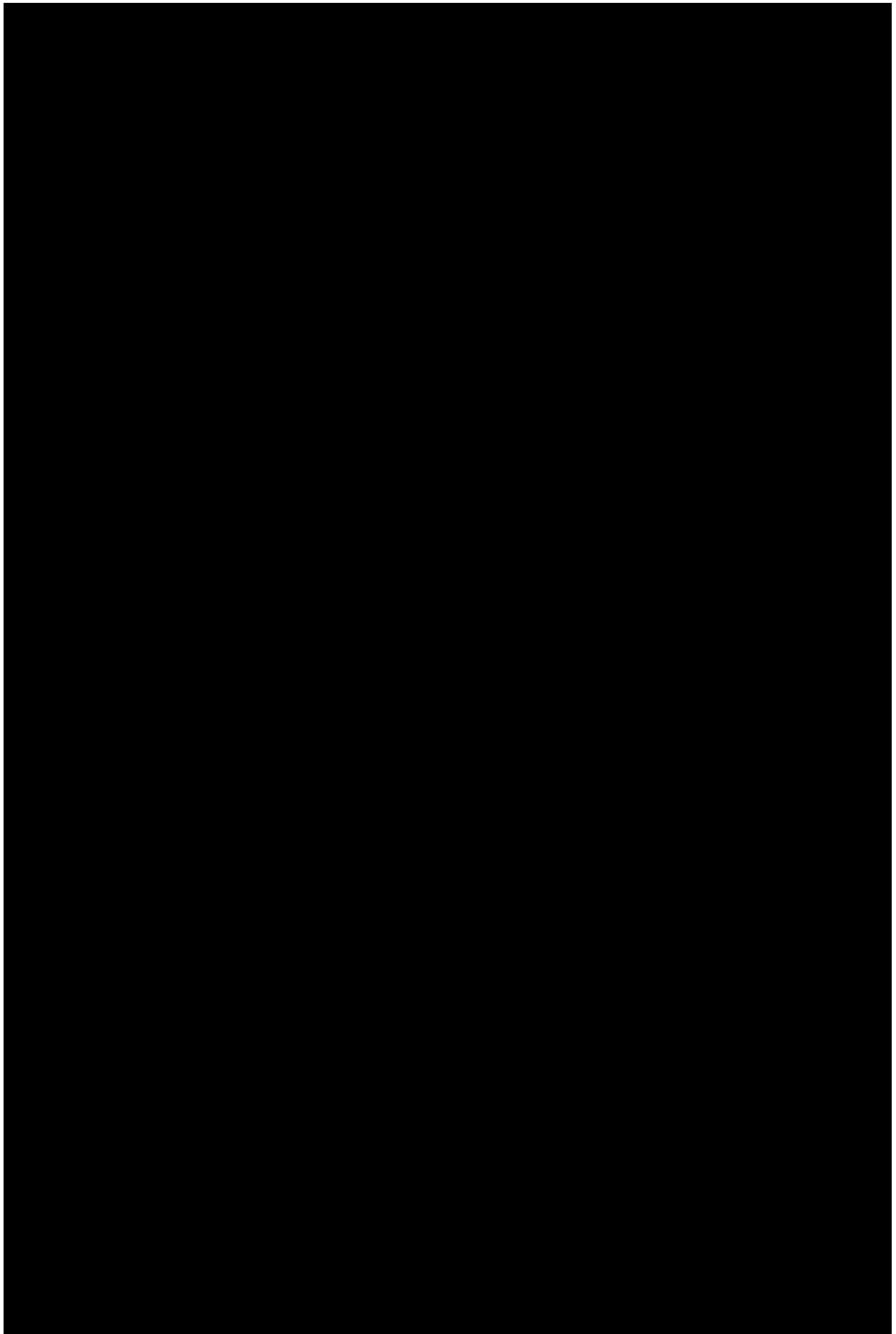
Continuity of personnel and resourcing

We have significant experience in managing multi-year evaluations requiring large teams with multiple skills sets. All staff on this project are full time employees of the respective firms (Frontier, Kantar and Larrainzar). Thus supports continuity of service. In addition, we have a long history of working together on complex projects, ensuring that we have processes in place to monitor and ensure resourcing and service quality. The project will be overseen by senior directors of the businesses (), ensuring that in the event of any unforeseen developments, appropriate resourcing can be secured. Kantar Public have over 150 full time staff, and Frontier Economics has over 350 full-time staff, providing an extensive pool of resources from which to supply the required expertise in the event of any unforeseen circumstances. The core team members listed in the organogram will be supported by additional analysts and support staff as required by the demands for the project.

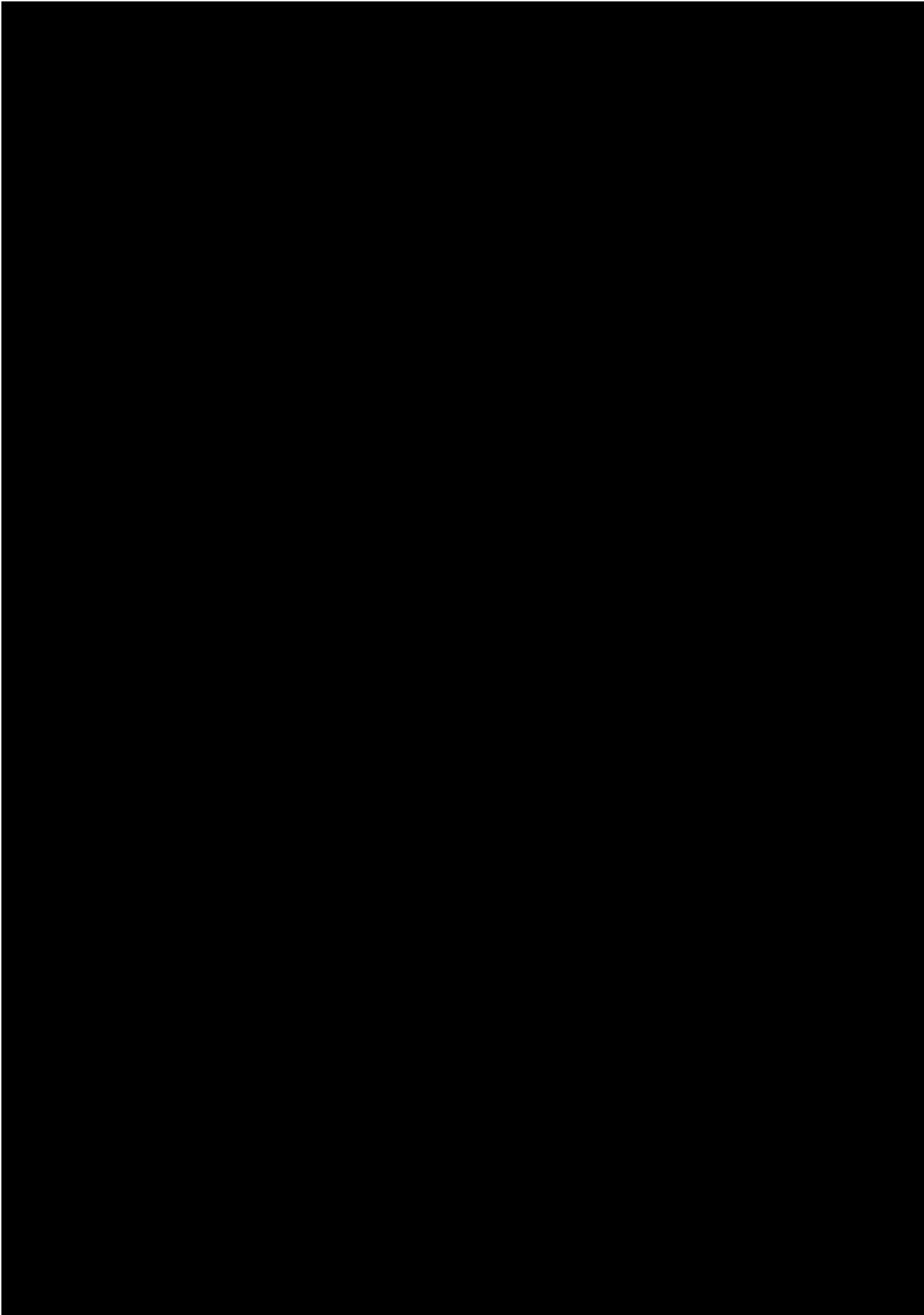
Designated technical contact to respond to data protection queries.

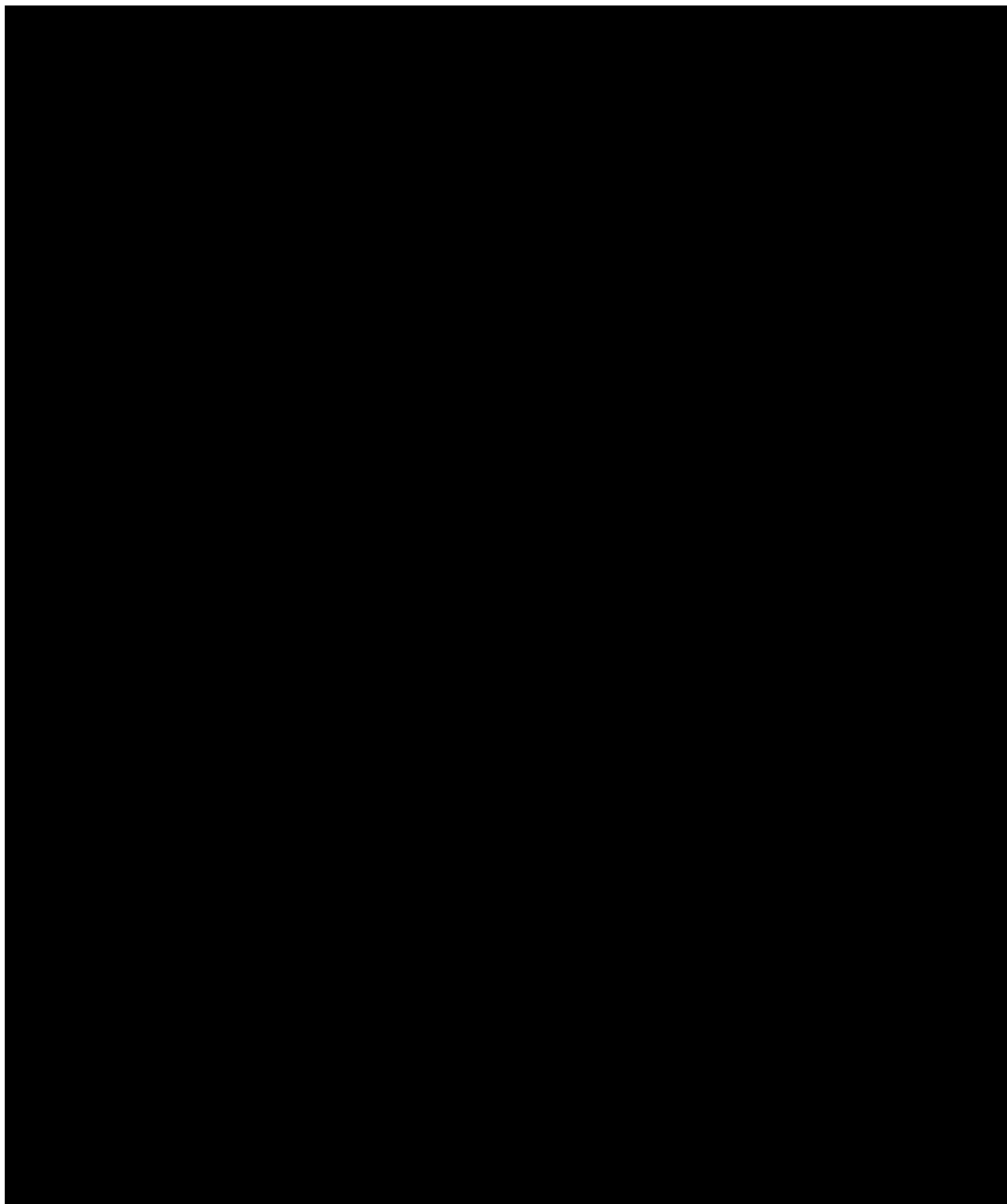
Queries relating to data protection should in the first instance be directed to the project manager. The project manager will be advised by the , to whom inquiries can be directed if escalation is warranted.

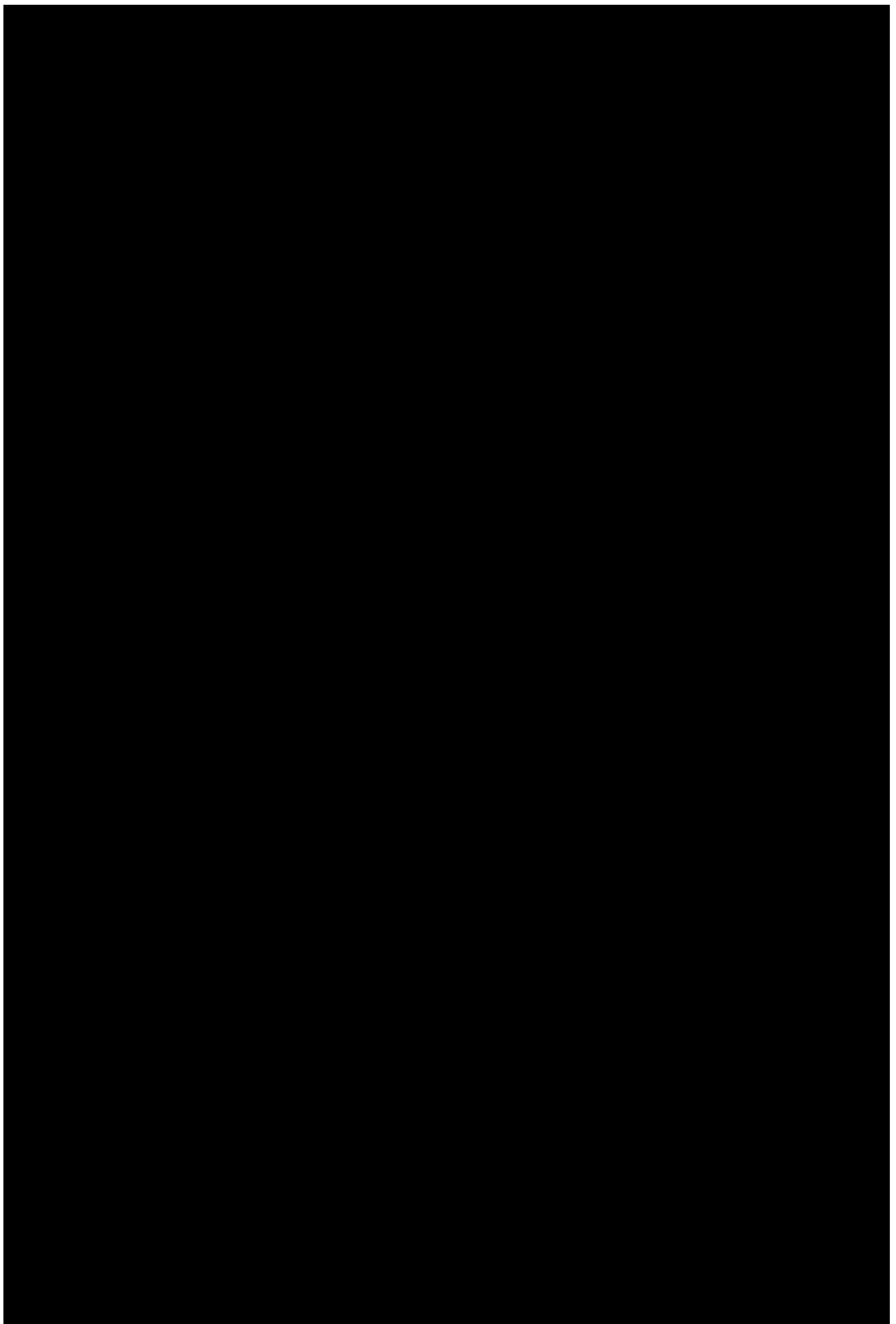
Experience of large scale evaluations

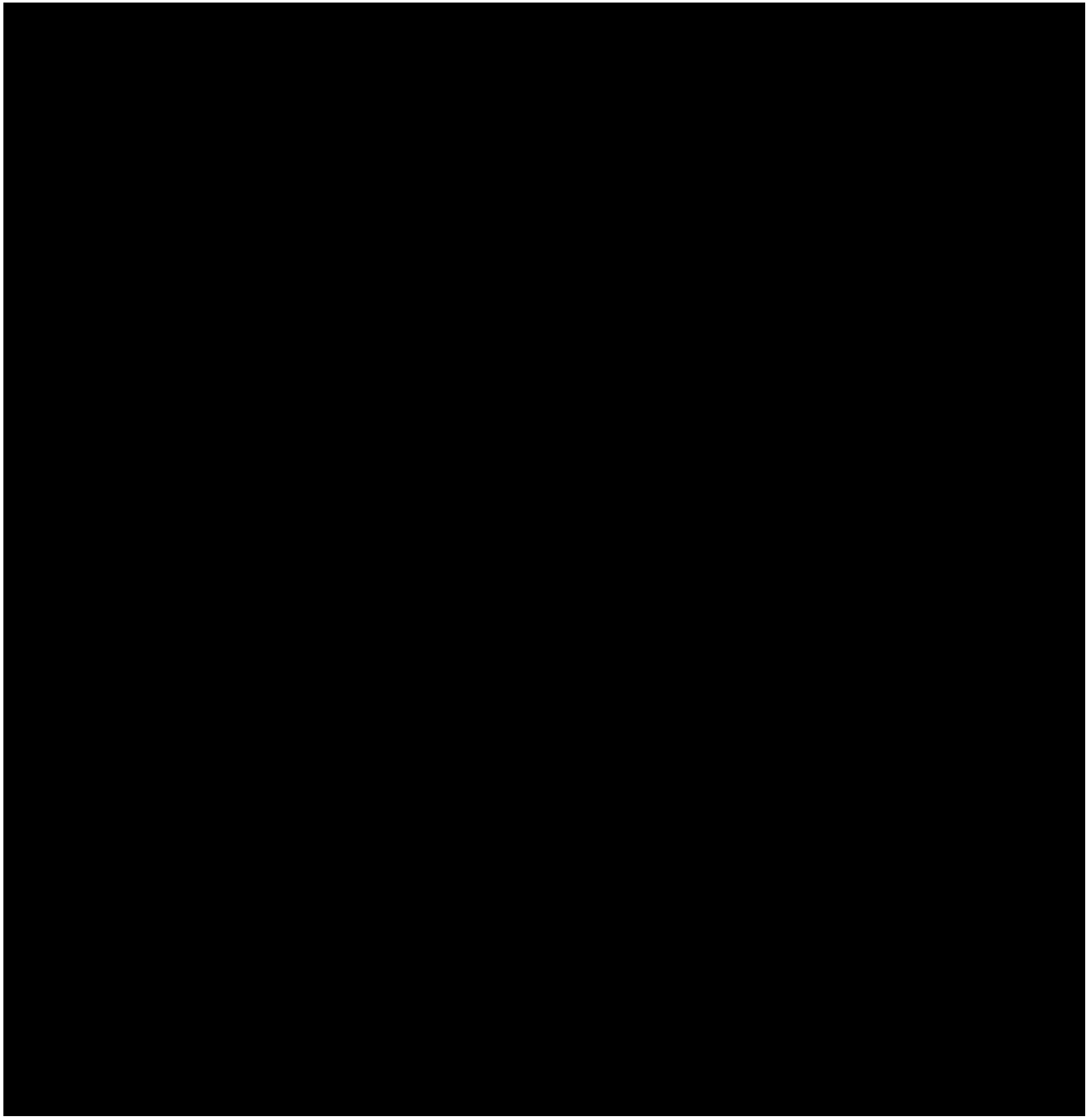


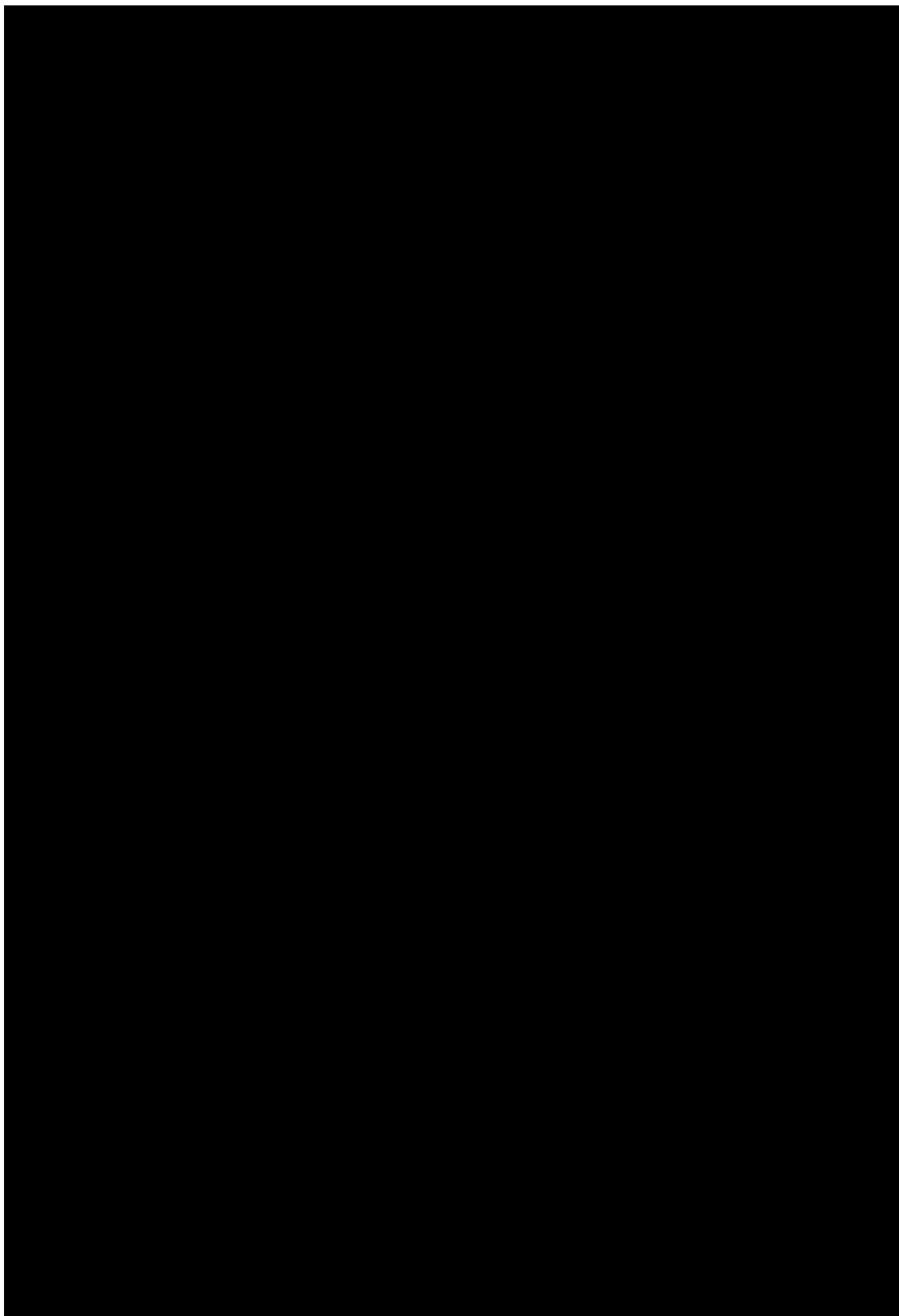
Annex: Detailed CVs

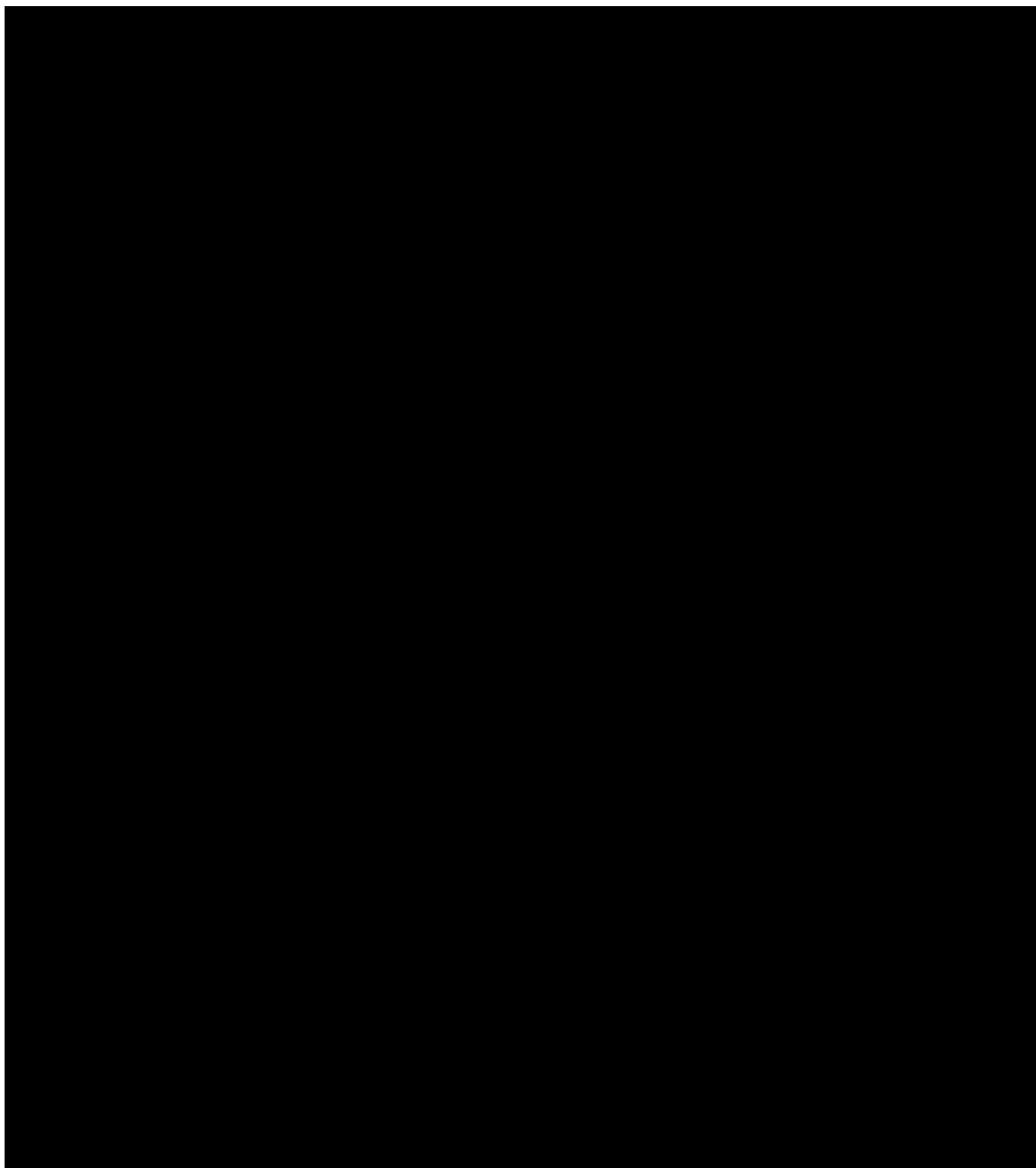








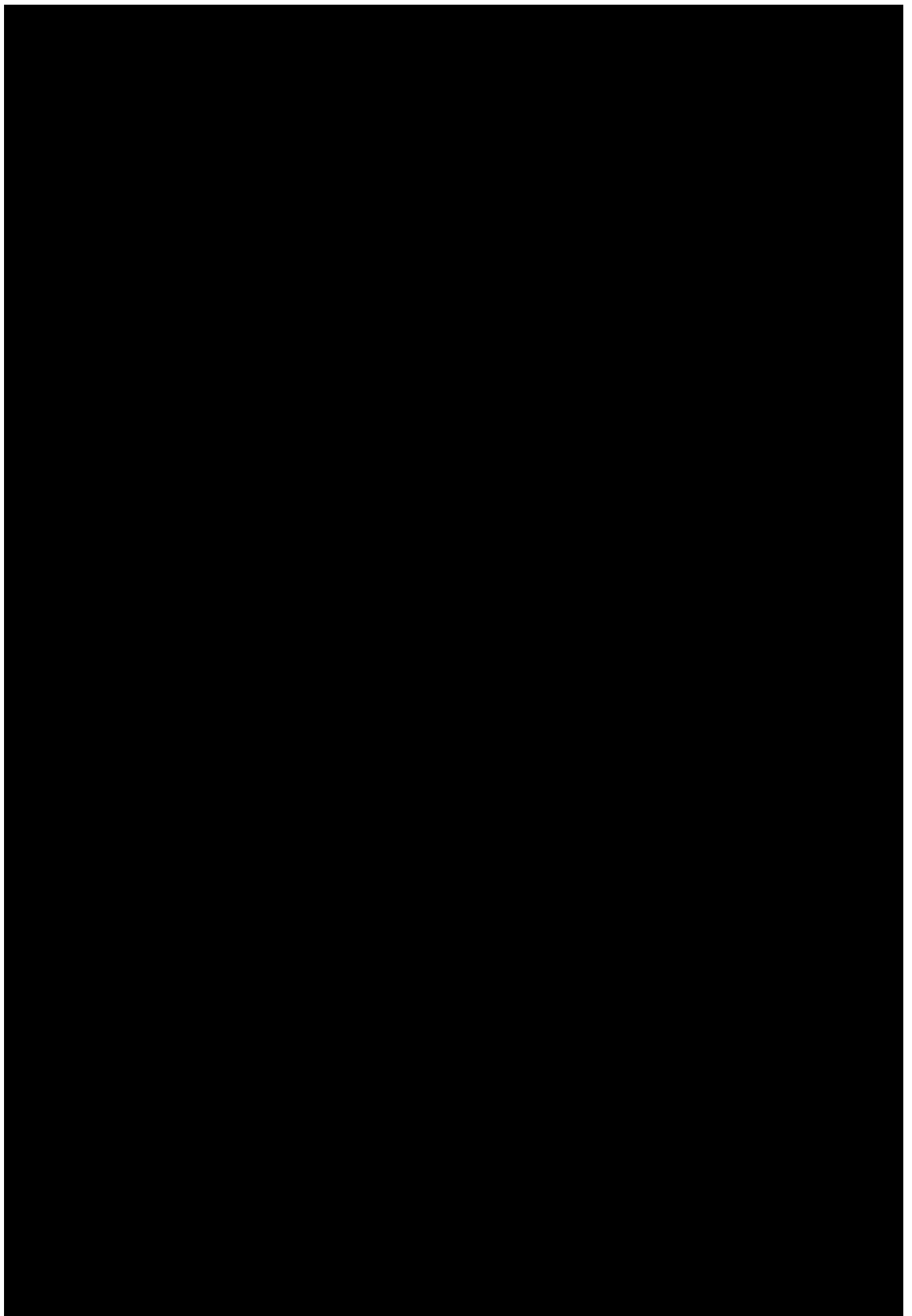




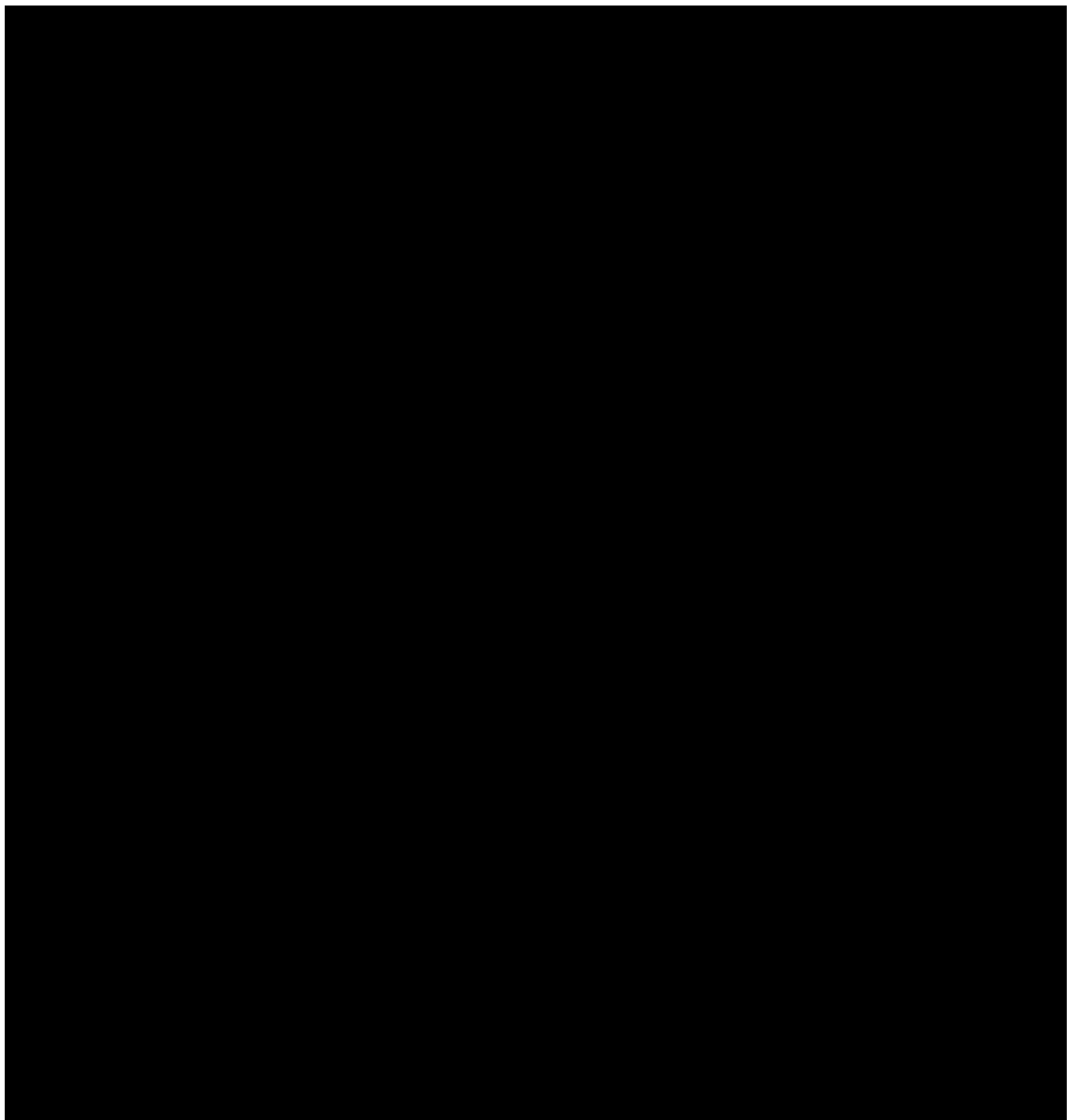
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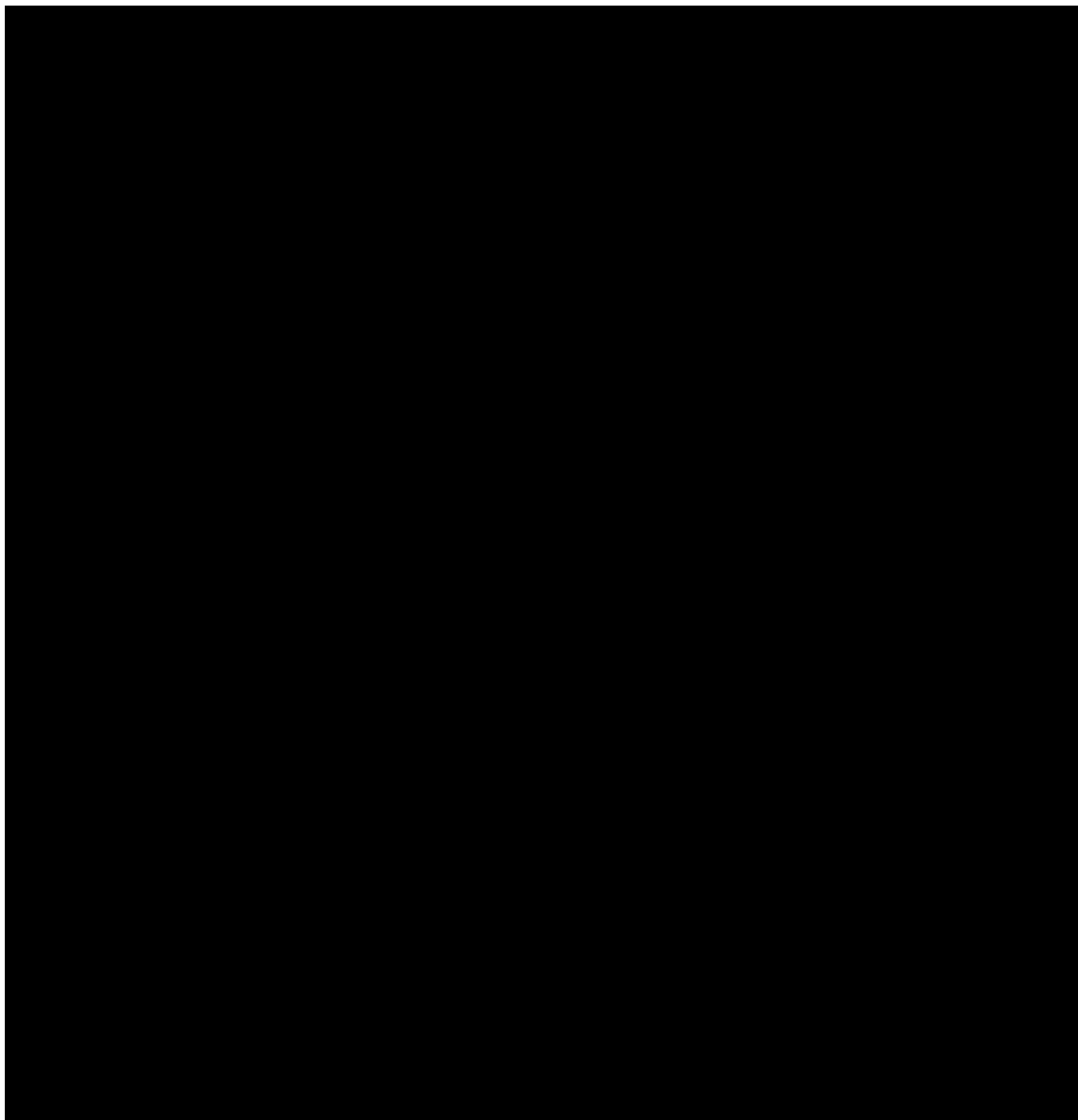
[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and is mostly illegible due to the quality of the scan. The text appears to be a continuous paragraph or a series of connected sentences. The handwriting is somewhat slanted and the ink is dark. There are some visible ink blots and the paper has a slightly aged appearance. The text is written in a single column, filling most of the page area.]

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A06: Project Management

Project management – subcontractors

To respond to the breadth of expertise required by the terms of reference, the proposed team combines the skills of Frontier Economics, Kantar Public, and Larrainzar consulting. We have proposed a unified team structure (see attachment A05) to secure efficient project management. This includes an overall project director and project manager, who will be the main points of contact for DBT and accountable for all aspects of project performance. Dedicated stream leads have been appointed for, respectively, the development of the logic and systems models; the field work; and the quantitative/ econometric aspects of the project. In view of the role played by the logic and systems models in developing the evaluation framework; the need to triangulate between quantitative and qualitative evidence; and the interdependence between the different forms of evaluation, the project manager and stream leads will work closely to ensure coordination. This structure will ensure that the gains from specialisation in particular tasks can be secured, while also securing the coordination required by the nature of the research.

All three organisations involved in the project have a long history of collaboration, including on various projects for DBT on investment promotion and export promotion. Repeated collaboration ensures that we have a deep familiarity of each-other's working methods. It creates incentives, both contractual and tacit, to ensure sustained quality and delivery. The project team includes senior board-level directors from all three organisations, which further ensures effective management and mechanisms to solve any difficulties that may arise. Directors will meet on a periodic basis to take stock of progress, and pro-actively identify issues that need addressing (including availability of personnel, compliance with project KPIs). Routine collaboration will be conducted through weekly whole-of-project meetings chaired by the project manager. Sub-groups will also meet as needed.

The methodology in A03 and the project plan in A02, describe in practice how substantive collaboration takes place. The development of the logic and systems models will be feature inputs from all three organisations, and will feed into the field research material (topic guides, surveys). Fieldwork will be led by Kantar Public, while Frontier will have oversight of the questions and the processing of results, to ensure consistency with the overall evaluation frameworks that were developed by Frontier. All three organisations will collaborate closely on the preparation of the process, impact and VFM evaluations. Overall responsibility for written outputs lie with Frontier.

Demonstrating successful delivery against the milestone acceptance criteria.

We have clearly defined **quality assurance** processes across the project cycle, from research materials to final deliverables, ensuring that we meet the 12 Milestone Acceptance Criteria (MAC). Our approach to ensuring we produce high-quality work to fixed timelines, is to create a culture of 'right first time'.

Given the complexity of the project, we have made a significant investment in quality assurance. There will be a an overall quality assurance director, Matthew Bell, who has board level responsibilities at Frontier. We have also assigned specific quality assurance responsibilities for the qualitative field work (Lucy Joyce), surveys (Karen Bunt) and the econometric work (Professor Ron Smith).

The table below sets out our approach to meeting the project MAC.

MAC	Indicators	Approach to ensuring compliance
1	Quality of stakeholder engagement and logic/ systems models	Early identification of stakeholders for the new strands (strand level and DBT). Iterative development of strand-specific logic model, ITP logic model and systems model, using collaborative platforms. Accompanying project notes containing narrative based on theory of change to enhance understanding.
2	Quality of inception report	Work on logic/ systems models summarised in project notes that will feed into inception report, along with research questions, KPIs, adjustment to evaluation

		framework, and approach to field work, process, impact and VFM.
3	Quality of topic guides for interviews, and engagement. Robustness and relevance of data and inferences.	Early outreach in collaboration with DBT to identify interviewees across the different groups (DBT and HMG delivery teams, investors). Development of topic guides and survey material based on theory of change work and consultation with DBT stakeholders. Tailoring of outreach process to needs of stakeholders.. Use of triangulation between field work and desk analysis of management information to draw conclusions on process, and implications for impact analysis.
4	Number and quality of focus groups	One focus group per strand, at early stage and later stage of the project (see A03). Cross-cutting activation focus groups to help synthesise findings. Use inception phase to warm up strands on focus groups and content, including the evaluation logic. Allow for interviews to further increase awareness.
5	Survey quality (incl sample structure) response rates and relevance to KPIs	Survey directed at DBT stakeholders and investors. They will follow the interview and workshop process, which will contribute to enhancing survey quality and relevance to research questions and KPI. Timing allows for the gathering of information for the sampling base.
6	Quality and accessibility of interim and final reports	These are developed progressively on the basis of specific outputs, including strand reports and reports on fieldwork. Ensures familiarity and engagement with DBT on content of report, and continuous process of refinement. Drafts provided to project team for review. Final reports reviewed by copy editor. Annexes to cover technical detail e.g. econometrics, survey question design, logic model design
7	Optimal length, quality and accessibility of slide deck for interim and final reports, and quality of presentations	A great deal of the content of the slide decks will be developed collaboratively and iteratively using interactive tools, ensuring that content is already substantially aligned to audience expectations and needs. Use of activation workshops and tools to help embed understanding Insights from evaluation will be delivered with “so what?” narrative in mind, with a notable focus on implications for risk management and intervention design.

8	Short interim reports – quality, accessibility, relevance	Iterative and collaborative process on logic model/ systems model process, use of activation workshops and tools to help embed understanding. (see below for aspects relevant to particular evaluations).
9	Process evaluation captured by interim and final reports; field work captured in reports. Quality of field work and data collection.	Bottom up approach starting with strands and progressing to cross-cutting issues helps to ensure process evaluation of strands and ITP appropriately captured. Use of activation workshops to consolidate synthesis. Triangulation between field work and data analysis. Outcomes of field work synthesises in a specific report alongside inclusion in interim and final reports. Use of infographics to support dissemination. See also MAC 8 for interim reports.
10	Impact evaluation captured by interim and final reports. Qualitative findings adequately captured. Robustness of quantitative findings.	As explained in A03, there is a close link between process and impact evaluation, with field work required for apportioning impacts that can be derived for investment promotion as a whole to the ITP specifically. Understanding of the impact evaluation will be supported through the development of detailed proposals over the first year.
11	Robustness of contribution analysis based on quality of qualitative and quantitative analysis	Close working between qualitative and quantitative teams to ensure robust application of mixed methods and triangulation to deliver sound insights. Investment in quality assurance processes covering all aspects of the project. Impact and VFM analysis will rely on inputs from interviews. Activation workshops to ensure understanding of contribution analysis and surrounding narrative are embedded.
12	Quality and relevance for proposals for future M&E	Proposals draw on actual evaluation experience, and feed back from stakeholders . Use of cross-cutting workshops, findings on data quality to develop future research questions and information gathering priorities.

Processes for safe storage and disposal of data

The safe handling and disposal of data are central to this project, and the confidence of stakeholders that engage with us. Data will be handled by Frontier and Kantar Public. Our processes comply with the requirements of the 2018 Data Protection Act and UK GDPR and with leading data security certification standards such as Cyber Essentials. All data are

stored on our secure servers, and permanently deleted once the project has completed. Our standard deletion period is 12 months. All data stored on encrypted backups will be overwritten as the storage media are rotated.

Frontier's Information Security Management System (ISMS) is certified as compliant with the requirements of ISO27001 by the British Assessment Bureau, a UKAS accredited certification body. Frontier is committed to operating in a way that complies fully with data protection law. We recognise that any personal data legitimately required to carry out our business must be collected, processed, stored and disposed of fairly, lawfully and with due regard to confidentiality and the data subjects' rights. Anyone who obtains, handles, processes, transports and stores data, on our behalf must adhere to the principles outlined in the GDPR, Data Protection Act and any other applicable legislation.

Kantar Public UK is compliant with and certified to ISO 27001, the international standard for information security, and ISO 20252, the international market research quality standard. Our business regularly undertakes internal audits in preparation for annual external audits which ensure we remain compliant and support continual improvement.

All data are stored on secure premises. Frontier data is stored on dedicated equipment, located in secure cabinets within a private cage at the Equinix Frankfurt location FR7 (Gutleutstrasse 310, 60327 Frankfurt, Germany), a Tier III data centre providing secure, resilient and compliant colocation. Physical security is provided by proximity access cards, 24/7 on site security guards and electronic measures including card readers, RFID badges, PIN + card readers, CCTV surveillance with 90-day video retention and motion detection. The site is ISO27001 and SOC 2 Type II certified.

All staff at Frontier and Kantar Public complete mandatory data protection training which includes multiple training sessions designed to ensure staff understand: (1) Why data protection is so important to the businesses ; (2) The different legislations that may apply; (3) How to manage and protect the personal data you process; (4) What you can do to minimise the risks; (5) How and when to report a data incident; (6) And who to contact if you have queries. In addition, as part of the onboarding process and annually thereafter, staff are required to complete issued training. Training ensures staff are aware of their obligations for the processing (handling and use) of personal data. Staff are also mandated to complete 'Essential Cyber Security Training' which includes the following sessions: (1) **5 golden rules**: Stay safe and secure online by always following 5 golden rules; (2) **Recognise and report**: If you see something, say something: how to recognise and report security incidents; (3) **Identify risks and threats**: How to spot something which could be malicious; (4) **Work securely**: Be secure, whether working in the office, at home, or at another location.

Complete policy documents are available on request.

SV01: Social Value

Understanding the problem

We take seriously the issue of economic inequality, at a general level and in the workforce specifically. Frontier recently undertook research that shows that in STEM sectors in the UK and EEA, women accounted for 41% of the workforce, even if they account for 47% of the total labour force and over 50% of the general working age population. Numbers were particularly low in STEM-related manufacturing, with just over 20% of the workforce accounted

for by women. Under-representation is a cost to society as a whole – European Commission estimated that correcting under-representation would increase GDP by around 3% by 2050.

There are some indications that economics as a profession may have as poor, if not poorer, performance than STEM sectors in terms of inequality. Research by Bayer and Rouse showed that economic significantly underperformed STEM disciplines and social research in terms of the proportion of doctorates awarded to women and ethnic minority students. Almost half of female respondents to a 2019 American Economic Association survey said they had been discriminated against compared to 3% of male respondents. The International Monetary Fund reported that only 0.2% of articles in the top 10 economic journals addressed issues of racism and racial inequality between 2010 and 2020. Research on the inequality in relation to LGBTQ+ communities is likely even more scant.

Against this background, Frontier and Kantar have implemented pro-active policies to tackle various aspects of inequality in the workforce. We recognise that research points to various barriers, including access to qualifications, parental leave policies, tacit biases, and the potentially exclusionary nature of networks. While there is no silver bullet, and some factors lie outside our sphere of influence, our approach has helped to make tangible progress.

Policy framework for Equality, Diversity and Inclusion

Frontier Economics and Kantar Public attract, retain and develop a diverse mix of talent and create an inclusive culture where everyone can succeed. We operate an equal opportunities and diversity policy compliant with the Equality Act 2010, and encourage our staff and partners to actively combat any unlawful discrimination. At Kantar, our commitment to equality, diversity and inclusion starts with our Global and UK Inclusion and Diversity (I&D) Steering Groups. Revolving Doors is also committed to inclusive working practices, how they work with people with lived experience, and ensuring a safe environment to support progression. We make sure that the way we work is in line with high ethical standards consistent with our values, and as part of this we are signed up to the UN Global Compact (UNG). We understand, and are committed to identifying and tackling inequality in employment, and skills and pay in our workforce. We confirm we have implemented measures in line with MAC 6.1 of the Social Value Model.

Our Equal Opportunities Policy aims to ensure that all employees and job applicants are treated fairly, and we ensure that no requirement or condition will be imposed without justification which could disadvantage individuals purely on any of the above grounds. The policy applies to recruitment and selection, terms and conditions of employment including pay, promotion, training, transfer and every other aspect of employment. We regularly review our procedures and selection criteria to ensure that individuals are selected, promoted and otherwise treated according to their relevant individual abilities and merits.

All staff are required to comply with our Equal Opportunities policy and to act in accordance with its objectives so as to remove any barriers to equal opportunity. For employees involved in recruitment, we carry out unconscious bias training, and we have diverse interview panels to ensure candidates meet a diverse group of interviewers. Our assessment of candidates focuses on their work experience, and when carrying out online interviews, we need to ensure these do not affect a candidate's ability to demonstrate their skills. Our Recruitment Team are committed to creating sourcing strategies which enable us to attract diverse groups, ensuring our recruitment processes are fair, consistent, and inclusive, educating our colleagues on how

we can create a diverse and inclusive selection process, and partnering with EDI networks to achieve the above. We also carry out blind screening in our selection process.

Recruitment, learning and development

As documented above, research suggests that barriers to entry into the profession are an important source of inequality. If candidates are not aware of opportunities, believe they cannot access them, or do not believe they will thrive in the work place, observed patterns of inequality will persist. Hence the importance of approaches to recruitment, learning and development.

At Frontier and Kantar, there are a number of areas that we focus on with regards to recruitment to ensure we are being inclusive in our approach. Notable elements include the use of gender neutral vocabulary; the use of a range of platform to promote our vacancies and become more accessible to diverse pools of talent; connecting and developing networks with different pools of candidates; and actively promoting our programmes for well-being, welfare, learning and development to ensure that candidates understand the pathways and protections available to them.

We have partnerships in place to support our recruitment which focus on diverse networks of talent, we engage with a number of universities who have strong D&I initiatives, we carry out work experience in collaboration with a number of foundations who allow for those from diverse backgrounds to be offered the same opportunities, and our ability to offer visa sponsorship creates an opportunity to recruit international talent across the globe. At Frontier, we work alongside the Black Economist's Network and the Social Mobility Foundation to deliver targeted work experience programmes for first year university students in the UK. Senior Frontier staff are also very active in the Women Economist Network, which includes a number of participants across Whitehall.

Kantar advertise vacancies via universal jobmatch, using specialist disability recruitment portals to broaden the candidate pool, and an Access to Work offer which exceeds legal minimum adjustments. Further providing equality for disabled people, including becoming a Disability Confident employer. They also carry out internships/work immersion for those from disadvantaged groups, and producing a L6 social research apprenticeship. Revolving Doors welcome applications from those with experience of the criminal justice system and people from Black, Asian and minoritised communities, working with a specialist recruitment agency. Kantar also work alongside Migrant Leaders, we offer work immersion and internships to students from disadvantaged migrant backgrounds. We have several Apprentices in the business and aim to increase this in 2023.

For this DBT project, our focus will be on giving training and experience to apprentices and those on work immersion programmes (for groups who may be disadvantaged through normal entry level recruitment). Kantar have recruited several Apprentices in the business, and are in collaboration with the Government Social Research Unit, leading work to develop a Level 6 apprenticeship in social research, which will begin in September 2024. We will also have staff represented within the DBT contract team from under-represented social groups.

We understand that targeted learning and development initiatives are critical to addressing structural imbalances and to ensure equitable career progressions. Learning and Development includes the use of Mentor/Mentee programmes in place to ensure that

employees are able to raise concerns and have a very focussed personal progression path implemented. Frontier also implements specific initiatives to ensure that employee needs are met on an individual basis and progression and development is possible for all. These include: Brilliance: network focussed on supporting those who may have a disability or health condition. The Women's Network, Prism: aims to help make Frontier a great place for all individuals to work by eliminating gender-based barriers, and ensuring people of all genders can thrive. Spectrum: Spectrum's mission is to raise LGBTQ+ visibility and bring people together, by promoting a culture that supports diversity and inclusion, and providing a forum open to LGBTQ+ staff and allies. Kaleidoscope: This network focuses on ethnic, cultural and religious diversity, with the aim of empowering and supporting colleagues from religious, ethnic and cultural minorities. The Working Families Group (WFG): supports parents and carers to balance work with family life.

At Kantar, we providing support and promoting an inclusive environment via Employee Resource Groups e.g., REACH (Race, Ethnicity and Cultural Heritage) and mentoring programmes. We also collaborate with industry groups e.g., Social Researchers of Colour with whom our leaders have taken part in workshops and discussion groups. And we have inclusive Leadership podcasts discussing topics to help employees to lead themselves and their teams. This most recent series focused on Inclusive Leadership.

Working conditions

A key factor in driving inequality, particularly the gender pay gap, has to do with policies surrounding work and family life. We offer flexible working hours, and all staff have a choice of home or office working. We also allow staff to work from home as well as in the office to provide flexibility.

Frontier actively monitors work-life balance to ensure people are highlighted if they have been working long hours for sustained period, with action required to balance the time, including offering 're-charge' days if needed. We have a Wellbeing Remit who work alongside our Resourcing remit to ensure that employees are not working long hours, and they have a good work/life balance, alongside Family Friendly Policies. At recruitment, candidates are asked to let us know as soon as possible if they have any support requirements; and are invited to share comments/queries generally.

Policy on pay

We also comply fully with the UK legally required Equal Pay policy, and are transparent with our Gender Pay gap statistics (our report is published and discussed firm-wide). We are transparent with pay within roles and we are clear as to the implementation of our bonus scheme, and carry out benchmarking of salaries to ensure we are paying a fair salary to employees based on role. We understand concerns regarding under-representation in certain pay grades, and are actively working to increase representation and have targeted plans in place to ensure women and under-represented groups are given equal and fair opportunities in development within Frontier, as well as equal and fair opportunities within the recruitment process.

We collect retention rate information for employees which is available for current employees to access. We also regularly review our internal processes and pay policies to check for bias or discrimination, and ensure all salary and promotion decisions are reviewed first by peer groups and then a central consistency team to reduce the potential for bias. Our efforts to close the gender pay gap will continue to focus on attracting and retaining a wide base of female talent and those within under-represented groups, and offering them the right support to develop and progress through the firm. We firmly believe that focusing on the growth of female talent will lead to a sustainable gender pay outcome.

Employees on the DBT project will all benefit from initiatives to **ensure pay equality**; that we are paying people at all levels of the organisation fairly, understanding that everyone is equal but not the same. We abide by the Equality Framework Directive, and part of that Framework requires that employers provide reasonable accommodation for disabled individuals. We have a 'Reasonable Adjustments programme' in place to ensure people feel supported. Our DBT contract team is also represented by a diverse age range.

We have monitored our diversity data since 2017, however, data limitations and declaration rates have meant that to date, it has only been meaningful to do so for gender and more recently ethnicity information in the firm. An annual D&I report is published at the start of each year in line with this. We provide ongoing training and support throughout the year to employees of all grades to raise awareness and understanding of ED&I.

At Frontier, given the distribution of female talent is one of the key drivers of our pay gap we set ourselves **a goal of reaching 40% female distribution across the Manager and AD grades by January 2024**. We commit to report progress against this goal back to the whole firm as part of our Annual EDI report alongside the publication of our gender pay statistics and diversity data. The proportion of female managers has risen by 13% since 2017. To achieve this, we will focus on recruitment, retention, and reporting. Our annual Gender Pay Gap report allows us to collect information regarding salaries for female and non-binary employees and allows for accountability to be given.

At Kantar, our 2022 data shows that our focus on Equality, Inclusion and Diversity has had a considerable impact and we have a more diverse workforce than two years ago. The proportion of our workforce belonging to a black, Asian, mixed or other ethnic group has increased from 16% in January 2021 to 21% at the end of 2022 (2021 Census figure: 18%).

At Frontier, we are committed to creating equitable structures and opportunities in an actively inclusive, anti-racist workplace. We are committed to increasing the representation of Black, Asian and Minority Ethnic staff across all roles. We will focus on the creation of specific programmes and workplace opportunities for all underrepresented groups. Our commitments to achieve these targets are to in 2023 to: further develop our EDI policies and guidance to ensure they are fair, equitable and market leading, develop reporting and measurements for all our networks to measure our wider inclusion progress, report ethnicity pay data (5th April 2022 snapshot), deliver EDI training programme for our Executive and then for all grades, regular external comms and events, speakers and EDI learning opportunities, further develop support and guidance for neurodiverse employees, and clearly signpost how to call out behaviour that goes against our values. By Jan 2024, we commit to: increase female representation of Managers to 40%, increase ethnicity representation across all grades through recruitment and retention activities, have employment programmes in place for under-represented groups, report socio-economic data.

Targets	Metrics
At least one apprentice working on the project	<ul style="list-style-type: none"> Number of apprentice hours spent on project – 6 days of apprentice time from September 2024 Feedback used to develop our apprentice offer
Long-term interns being given the opportunity to work within the contract	<ul style="list-style-type: none"> Through scheduling, ensure that within the new rotation of long-term interns, a % of their time

workforce throughout the duration of the contract	will be available to be involved in the contract throughout duration
Migrant Leader students to assist on the contract, SMF students being given exposure to the project	<ul style="list-style-type: none"> • Two days on project for Migrant Leaders in Easter 2024 and 2025 • SMF students to have time dedicated to project in Summer 2024
Representation of women on the senior DBT contract team	<ul style="list-style-type: none"> • To have two senior roles represented by women throughout the contract duration
To have representation from people within Minority Ethnic groups on the contract team	<ul style="list-style-type: none"> • To have active representation throughout the contract workforce through the team