

## **SCHEDULE 4**

### **Transition**

#### **1. INTRODUCTION**

- 1.1 This Schedule, together with the Transition Plan and Milestone Plan, describes the Parties' respective rights and obligations during the Transition Period in respect of the transition of the Services to the Supplier by the Services Commencement Date (**Transition**).
- 1.2 The Parties agree the primary objective of Transition is the successful transfer of the Services to the Supplier such that the Supplier commences delivery of the Services by the Services Commencement Date without deterioration in the levels of performance of the Services (or the equivalent received from the Former Supplier).

#### **2. TRANSITION RESOURCING**

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

#### **3. TRANSITION CHARGES**

- 3.1 Subject to Paragraph 8, the Parties agree that no charges, fees and/or other costs will be payable to the Supplier by the Authority for the provision of the Transition Services (including where such additional Transition Services are required during the Transition Period), nor shall the Supplier seek to recover the same from any other Commissioning Body.

#### **4. TRANSITION GOVERNANCE**

- 4.1 During the Transition Period, the Supplier shall ensure that its necessary Personnel attend the governance meetings described in this Paragraph 4.
- 4.2 The Authority may change the attendees and the frequency of any of these meetings at any point during Transition Period by notifying the Supplier in writing.
- 4.3 The Transition Project Board:
- 4.3.1 shall be attended by:
- (a) each Party's respective Transition Manager;
  - (b) each Party's senior account director responsible for Transition; and
  - (c) any other representatives or other third party's the Authority may wish to invite, including senior representatives other Commissioning Bodies, the Former Supplier and/or Other Suppliers;
- 4.3.2 shall meet within one (1) week of the Commencement Date and Monthly thereafter during the Transition Period at dates and times to be agreed between the Parties; and
- 4.3.3 shall:

- (a) monitor and oversee Transition;
- (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Transition Working Group;
- (c) consider requests by the Supplier to amend the Transition Plan or Milestone Payment Plan and refer such requests to the Authority for Approval; and
- (d) have reported to it by the Supplier achievement of Transition Milestones.

4.4 The Transition Working Group:

4.4.1 shall be attended by:

- (a) the Transition Manager and appropriate members of the Transition Team;
- (b) appropriate representatives from the Authority responsible for monitoring and overseeing Transition on behalf of the Authority; and
- (c) any other representatives or other third parties the Authority may wish to invite including representatives of the Commissioning Bodies, the Former Supplier and/or Other Suppliers;

4.4.2 shall meet within one (1) week of the Commencement Date and weekly thereafter during the Transition Period at dates and times to be agreed by the Authority; and

4.4.3 shall:

- (a) review progress against the Transition Plan and Milestone Payment Plan;
- (b) consider risks and issues notified to it by either Party; and
- (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate risks and issues to the Transition Project Board.

**5. TRANSITION PLAN AND MILESTONE PAYMENT PLAN**

5.1 The Supplier shall, throughout the Transition Period, review the Transition Plan and Milestone Payment Plan so to identify any changes which may be needed to reflect the then-current nature of the Transition Services and the Authority's own plans in respect of Transition. A proposed change to the Transition Plan and Milestone Payment Plan does not have to go through the Change Control Procedure but must be promptly submitted, via the Transition Project Board, to the Authority for Approval.

5.2 The Supplier shall be responsible for maintenance of all documents relating to the Transition Plan and Milestone Payment Plan, including but not limited to:

5.2.1 documents which track progress against the Transition Milestones and Acceptance Criteria; and

5.2.2 a Transition risks and issues register.

5.3 The Supplier represents and warrants that it has used its knowledge and expertise to create an effective Transition Plan and Milestone Payment Plan which includes all Transition Milestones that are reasonably foreseeable, reasonably capable of being determined and critical to the achievement of the Transition and the Authority has relied on the Supplier to do so.

## 6. TRANSITION REQUIREMENTS

6.1 The Supplier shall:

6.1.1 provide the Transition Services in accordance with the Transition Plan, Milestone Payment Plan and this Contract;

6.1.2 not cause disruption to Authority and the other Commissioning Bodies set out in Part A of **Error! Reference source not found.** during the Transition Period;

6.1.3 meet all the Acceptance Criteria by the Services Commencement Date; and

6.1.4 fully co-operate with the Authority, Commissioning Bodies set out in Part A of **Error! Reference source not found.**, the Former Supplier and the Other Suppliers in respect of Transition during the Transition Period.

6.2 Save as set out in the Transition Plan, the Supplier shall ensure that the provision of the Transition Services shall not have any adverse effect on the continuity and quality of any services provided to it by the Former Supplier.

6.3 Where the Supplier becomes aware of a risk or issue relating to the Transition Services, including an actual or anticipated delay to the completion of a Transition Milestone or failure to meet the Acceptance Criteria, it shall immediately notify the Authority in writing.

6.4 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 6.3, the Supplier shall provide the Authority with:

6.4.1 a plan of action to mitigate any risks identified in accordance with Paragraph 6.3;

6.4.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;

6.4.3 an indication of whether any change to the Acceptance Criteria or Transition Milestone (including any Deliverable relating to a Transition Milestone) is required to mitigate the risk or resolve the issue and any details relating to such change; and

6.4.4 a recommendation on whether or not escalation is required to the Transition Project Board,

and the risk or issue will immediately be added by the Supplier to the transition risk and issues register and will be tracked there until closed.

6.5 Where the Supplier considers that it may not achieve all Portal Transition Milestones by the Portal Longstop Date, the Supplier shall immediately notify the Authority in writing and, subject to Approval by the Authority, shall implement the Portal Contingency Plan.

## 7. ACCEPTANCE

7.1 The Acceptance Criteria shall be achieved by the Supplier where so confirmed by the Authority in accordance with this Paragraph 7.1:

7.1.1 the Supplier shall notify the Authority in writing when, in its opinion, an Acceptance Criterion has been achieved and shall provide to the Authority evidence of achievement as reasonably requested by the Authority;

7.1.2 where an Acceptance Criterion comprises the completion (or part thereof) of a Deliverable and/or the Portal, the Supplier shall allow the Authority to test the Deliverable and/or the Portal (as appropriate) at such time and location as agreed between the Parties and:

- (a) the Authority may invite such third parties as it deems necessary to participate in the testing; and
- (b) the Supplier shall make available:
  - (i) such members of its Personnel; and
  - (ii) such documentation as may be necessary,to enable the proper completion of the testing;

7.1.3 the Authority will notify the Supplier whether it accepts that each Acceptance Criterion has been achieved within three (3) Working Days of receipt of the notification pursuant to Paragraph 7.1.1 save for where testing has taken place in accordance with Paragraph 7.1.2 in which case it shall be within three (3) Working Days of such testing;

7.1.4 if the Authority does not accept that the relevant Acceptance Criterion has been achieved, it shall include within its notification to the Supplier the reasons for this and the Parties shall meet or attend a conference call (which must be attended by each Party's Transition Manager) within two (2) Working Days to discuss the issue;

7.1.5 within two (2) Working Days of the meeting held in accordance with Paragraph 7.1.4, the Supplier shall submit a draft recovery plan to the Authority detailing:

- (a) the activities it will undertake to meet the Acceptance Criterion; and
- (b) any additional activities required to keep, or put back on track other dependant elements of the Transition impacted by the failure to meet the Acceptance Criterion;

7.1.6 the Authority will notify the Supplier whether it accepts that recovery plan within two (2) Working Days of receipt. Where the Authority:

- (a) accepts the recovery plan, the Supplier shall remedy the issues arising in accordance with the recovery plan; and
- (b) does not accept the recovery plan, the matter shall be referred to the Transition Project Board who shall seek to resolve the matter. If the Transition Project Board cannot resolve the matter within ten (10) Working Days of it being referred to them, the issue shall be referred to the Dispute Resolution Procedure.

7.2 The Supplier agrees that where specifically stated as part of the Acceptance Criteria, that Acceptance Criteria must be achieved in relation to each Commissioning Body and the Authority shall not confirm acceptance of such Acceptance Criteria in accordance with this Paragraph 7 until this condition has been satisfied (or waived by the Authority in writing).

## **8. MILESTONE PAYMENTS**

8.1 Subject to the payment terms set out in Schedule 7, a Milestone Payment shall be due where the Authority has notified the Supplier in accordance with this Paragraph 8.1 that the associated Transition Milestone has been achieved:

8.1.1 the Supplier shall notify the Authority in writing when, in its opinion, each Transition Milestone has been achieved and shall provide to the Authority such evidence of achievement relating to that Transition Milestone as set out in the column titled "Demonstrated By" in the Milestone Payment Plan or as otherwise reasonably requested by the Authority;

- 8.1.2 the Authority will notify the Supplier whether it accepts that the Transition Milestone has been achieved within two (2) Working Days of receipt of the notification pursuant to Paragraph 8.1.1;
- 8.1.3 if the Authority does not accept that a Transition Milestone has been achieved, it shall include within its notification to the Supplier the reasons for this and the Supplier shall within two (2) Working Days of receipt of such notification (or such other time frame agreed between the parties in writing):
- (a) rectify the issues identified by the Authority in its notification to the Supplier; and
  - (b) resubmit its notification to the Authority in accordance with Paragraph 8.1.1.
- 8.2 Subject to clause 8.4, the Parties shall repeat the process set out in Paragraph 8.1 until the Authority has confirmed the Transition Milestone has been achieved.
- 8.3 Where the Authority confirms in accordance with Paragraph 8.1 that a Transition Milestone has been achieved, the Authority shall pay the Supplier the respective Milestone Payment in accordance with Schedule 7.
- 8.4 Where a Transition Milestone has not been accepted by the Authority after being submitted to the Authority on the third occasion, the matter shall be referred to the Transition Project Board who shall seek to resolve the matter. If the Transition Project Board cannot resolve the matter within ten (10) Working Days of it being referred to them, the issue shall be referred to the Dispute Resolution Procedure
- 8.5 Without prejudice to the Supplier's obligation to ensure the all Acceptance Criteria is achieved by the Services Commencement Date, the Parties agree that, subject to when a Transition Milestone has been achieved, payment of the Milestone Payment may occur following the Services Commencement Date.
- 8.6 The Parties agree that the Milestone Payments are not a loan and, as such, the Authority agrees that it shall not seek to recover a properly due Milestone Payment from the Supplier following payment of such amount whether by way of set-off, deduction, counterclaim, discount, abatement, withholding or otherwise.

## **9. TRANSITION BOOKING PROCESS**

- 9.1 The Supplier shall not be required to accept Bookings to be started after the Services Commencement Date other than in accordance with this Paragraph 9.
- 9.2 The Supplier shall fulfil bookings the details of which are notified by the Former Supplier and transferred from the Former Supplier and which are made by Commissioning Bodies with the Former Supplier before the Services Commencement Date for Services to commence on or after the Services Commencement Date, provided that the Authority shall procure that the Former Supplier promptly notifies the Supplier of and promptly transfers such bookings to the Supplier including bookings which have been made prior to the Commencement Date for Services to commence on or after the Services Commencement Date.
- 9.3 Without prejudice to Paragraph 9.2, from and including 19 October 2016 the Supplier shall accept and fulfil Bookings for Services to commence on or after the Services Commencement Date.
- 9.4 The Supplier shall not accept bookings for Services to commence before the Services Commencement Date or be required to accept or fulfil bookings placed with the Former Supplier for Services to commence before such date, even if (in either case) such Services continue on or after the Services Commencement Date.

9.5 The Supplier shall direct to the Former Supplier a Commissioning Body which intends to make a booking for Services to commence before the Services Commencement Date.

#### **ANNEX 1**

#### **TRANSITION PLAN**

**REDACTED**

## ANNEX 2

### ACCEPTANCE CRITERIA

1. The Portal is live and able to take Bookings as per the Service Specification by the Portal Longstop Date.
2. The Portal has been tested with Personnel of the Commissioning Bodies with no key functionality failures (as stipulated below):
  - (a) all known Commissioning Body Premises (including Locations) have been uploaded onto the Portal;
  - (b) each Commissioning Body can make a Booking for Language Professional for each Method of Interpretation, at all Complexity Levels, Urgency Levels and Security Levels;
  - (c) the Portal calculates the Complexity Level of a hearing correctly based upon the information provided by a Commissioning Body;
  - (d) the Portal allows each Commissioning Body to amend or override user fields prior to a Booking being placed.
  - (e) each Commissioning Body can amend and cancel Booking requests via the Portal, telephone or via secure email.
  - (f) each Commissioning Body can search the Portal for a Booking.
  - (g) each Commissioning Body can submit a complaint on the Portal and receive acknowledgement within 24 hours.
  - (h) the Commissioning Body who made a Booking will receive notification of such Booking request and details of amendments . Details to include:
    - i. Date Booking is requested;
    - ii. Date Booking is required;
    - iii. Language requested;
    - iv. Name and photo of Language Professional assigned (once assigned); and
    - v. Current status of Booking, i.e, fulfilled, outstanding etc.
  - (i) the Portal can manage the level of Bookings expected as set out in the volumes data with no impact on the user experience;
  - (j) the Portal responds to user actions in line with standard user expectations of web portals and industry standard internet usage response times; and
  - (k) the Portal is fully functioning on all Commissioning Body IT infrastructure,

provided that each Commissioning Body may confirm that, in respect of its use of the Portal only, such functionality is not required. Where a Commissioning Body makes such a stipulation, the Supplier agrees that this shall not affect its obligation to provide all necessary functionality to each and every other Commissioning Body.

3. Relevant details of Language Professionals who are expected to work under the Contract but who are not already on the Register as at the Services Commencement Date, have been submitted to the Quality Assurance Supplier.
4. All Language Professionals have ID badges that provide the information required.
5. All Language Professionals have agreed in writing to adhere to the Authority Code of Conduct.
6. The Website is functioning in accordance with the Service Specification and is available for public access.
7. All Commissioning Bodies have access to helpdesk and desk aids and training materials.
8. Timesheets designed and are compatible with the Portal and business requirements.
9. Training has been delivered to each Commissioning Body in accordance with agreed training programme.
10. Management Information reports for all user fields have been confirmed as available and correct and reports can be downloaded by each Commissioning Body in accordance with their permissions.
11. All relevant financial codes have been inputted into the Portal and two trial runs of invoice creation and submission have been completed to the Authority's satisfaction.
12. The Portal has been accepted as meeting the requirements of Schedule 14.
13. A successful outcome of a trial run of interpretation via headset and video conference technology.

**ANNEX 3**

**MILESTONE PAYMENT PLAN**

**Summary**

**REDACTED**



## **SCHEDULE 5**

### **Premises**

#### **1. ACCESS TO PREMISES**

- 1.1 Where the Supplier's Personnel are required to have a pass for admission to the Commissioning Body Premises the Authority shall, and shall use its reasonable endeavours to procure the relevant Commissioning Body shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Supplier's Personnel who cannot produce a proper pass when required to do so by any of the Personnel of the relevant Commissioning Body, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Commissioning Body Premises or required to leave, upon demand, if already there.
- 1.2 Each Commissioning Body reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any Commissioning Body Premises any member of the Supplier's Personnel whose admission or continued presence would be, in the opinion of the relevant Commissioning Body, undesirable. The decision of the relevant Commissioning Body in the exercise of the right set out in this Paragraph 1.2 shall be conclusive and final.
- 1.3 In the event that the member of Personnel whose permission to enter the Commissioning Body Premises is refused or withdrawn under Paragraph 1.2 is a Language Professional with the intention of fulfilling a Booking, that Booking will be treated as a Non-Fulfilled Booking if the Supplier cannot replace such Language Professional by the Booked Start Time unless, in the its reasonable opinion, the Authority deems the Commissioning Body acted unreasonably.
- 1.4 The Supplier shall promptly return any pass if at any time a Commissioning Body so requires or immediately if the person to whom the pass was issued ceases to be involved in the performance of the Contract. The Supplier shall promptly return all passes on completion or earlier termination of the Contract.

#### **2. LICENCE TO OCCUPY PREMISES**

- 2.1 Any Commissioning Body Premises made available to the Supplier by a Commissioning Body in connection with the Contract shall be made available to the Supplier and its Personnel on a non-exclusive licence basis free of charge and shall be used by the Supplier and its Personnel solely for the purpose of performing its obligations under the Contract. The Supplier and its Personnel shall have the use of such Commissioning Body Premises as licensee and shall vacate the same promptly on request of the relevant Commissioning Body and in any event on termination of the Contract howsoever arising.
- 2.2 The Supplier shall, on demand, pay for the cost of making good any damage caused by the Supplier or its Personnel to Commissioning Body Premises other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 2.3 The Parties agree that there is no intention on the part of any Commissioning Body to create a tenancy of any nature whatsoever in favour of the Supplier or its Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the relevant Commissioning Body retains the right at any time to use the Commissioning Body Premises in any manner the relevant Commissioning Body sees fit.

#### **3. COMPLIANCE WITH POLICIES**

- 3.1 While on the Commissioning Body Premises, the Supplier shall, and shall ensure that its Personnel shall, comply with all policies and standards that have been made available to the Supplier in advance and are applicable to the Commissioning Body Premises, including but not limited to those relating to health and safety, security, environmental and any other policies or standards specified by the relevant Commissioning Body. The relevant Commissioning Body (as

appropriate) shall provide copies of such policies and standards to the Supplier on written request.

#### **4. HEALTH AND SAFETY**

- 4.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Contract. The Authority shall, and shall use its reasonable endeavours to procure that each other Commissioning Body shall, promptly notify the Supplier of any health and safety hazards which may exist or arise at the Commissioning Body Premises and/or which may affect the Supplier in the performance of the Contract.
- 4.2 The Supplier shall notify the relevant Commissioning Body immediately in the event of any incident occurring in the performance of the Contract on the Commissioning Body Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 4.3 The Supplier shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc., Act 1974 and any other Law relating to health and safety, which may apply to the Supplier's Personnel and other persons working on the Commissioning Body Premises in the performance of the Contract.
- 4.4 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc., Act 1974) is made available to each Commissioning Body on request.

#### **5. SECURITY**

- 5.1 The Supplier shall not, and shall procure its Personnel shall not, take any photographs on the Commissioning Body Premises unless the relevant Commissioning Body has given prior Approval and member of the Commissioning Bodies Personnel is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without the relevant Commissioning Body's Approval.
- 5.2 Each Commissioning Body may at any time carry out a search (which may include physical measures such as photographing and fingerprinting) of any Supplier's Personnel and/or their vehicles at any Commissioning Body Premises, which shall be conducted in accordance with any rules and conditions applicable to the Personnel of the relevant Commissioning Body, including in relation to prisons and other secure facilities the Prison Rules 1999 (as amended), the Young Offender Institution Rules 2000 (as amended), the Secure Training Centre Rules 1998 (as amended).
- 5.3 The Supplier shall co-operate with any investigation relating to security which is carried out by a Commissioning Body or by any person who is responsible to a Commissioning Body for security matters, and when required by a Commissioning Body shall:
  - 5.3.1 take all reasonable measures to make any Supplier's Personnel identified by a Commissioning Body available to be interviewed by the relevant Commissioning Body, or by a person who is responsible to the relevant Commissioning Body for security matters, for the purposes of the investigation. The Supplier's Personnel shall have the right to be accompanied by and to be advised or represented by a third party whose attendance at the interview is acceptable, in the reasonable opinion to the relevant Commissioning Body; and
  - 5.3.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by a Commissioning Body or by a person who is responsible to the relevant Commissioning Body for security matters, for the purposes of the investigation. The relevant Commissioning Body shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Supplier with a copy of any material retained.

5.4 Nothing in the Contract shall be deemed to provide any authorisation to the Supplier in respect of any provision of the Offender Management Act 2007. The Supplier in providing the Services will comply with the provisions of Prison Service Order 1100 as published by the Authority from time to time.

**6. LOCATIONS**

6.1 The Supplier shall, and shall procure its Personnel shall, comply with the reasonable requirements of the Commissioning Bodies and/or any other owner or occupier of any Location which is not a Commissioning Body Premises with regard to the attendance of the Supplier or any of its Personnel at such premises, including as regards to compliance with health and safety policies, security requirements and rights of access.

## SCHEDULE 6

### Performance

#### 1. SERVICE CREDITS

- 1.1 In accordance with Paragraphs 2 and 3, Service Credits shall be invoiced to the Supplier by the Commissioning Bodies or the Authority:
- 1.1.1 where there is Non-Fulfilment of Bookings; and/or
- 1.1.2 for Service Failures.
- 1.2 The application of Service Credits shall (without prejudice to Clause **Error! Reference source not found.**) be without prejudice to the Authority's other rights or remedies under this Contract.
- 1.3 The Parties agree that Service Credits are a genuine pre-estimate of the loss or damage that will be suffered by the Authority and other Commissioning Bodies as a result of Non-Fulfilment and Service Failures and that they are not onerous or a penalty.

#### 2. CALCULATION OF SERVICE CREDITS FOR NON-FULFILMENT OF BOOKINGS

- 2.1 Where there is Non-Fulfilment of Bookings in a Month, Service Credits for Non-Fulfilment (ND) shall be calculated in accordance with Paragraph 2.2 and, subject to Paragraph 2.3 to Paragraph 2.5, the relevant sums shall be invoiced to the Supplier by the Commissioning Bodies in accordance with Schedule 7.
- 2.2 Service Credits for Non-Fulfilment (ND) in each Month shall be calculated in accordance with the following formula:

$$ND = AND + BND + CND$$

Where:

**AND** is:

$$(TF_A \times NF_A) + (TR_A \times NR_A) + (TT_A \times NT_A)$$

**TF<sub>A</sub>** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for face to face interpretation services made by requesting bodies which are identified as an Impact Level of ILA in table 1 below;

**NF<sub>A</sub>** is the total Number of Booked Hours in the relevant Month of Non-Fulfilled Bookings for face to face interpretation services made by requesting bodies which are identified as an Impact Level of ILA in table 1 below;

**TR<sub>A</sub>** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for remote interpretation services made by requesting bodies which are identified as Impact Level of ILA in table 1 below;

**NR<sub>A</sub>** is the total Number of Booked Hours in the relevant Month of Non-Fulfilled Bookings for remote interpretation services made by

requesting bodies which are identified as an Impact Level of ILA in table 1 below;

**TT<sub>A</sub>** is the per Booking amount set out in table 1 below for Non-Fulfilment of Bookings for telephone interpretation services made by requesting bodies which are identified as an Impact Level of ILA in table 1 below; and

**NT<sub>A</sub>** is the total number of Non-Fulfilled Bookings for telephone interpretation services in the relevant Month made by requesting bodies which are identified as an Impact Level of ILA in table 1 below.

**BND** is:

$$(TF_B \times NF_B) + (TR_B \times NR_B) + (TT_B \times NT_B)$$

Where:

Where:

**TF<sub>B</sub>** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for face to face interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below;

**NF<sub>B</sub>** is the total Number of Booked Hours in the relevant Month of Non-Fulfilled Bookings for face to face interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below;

**TR<sub>B</sub>** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for remote interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below;

**NR<sub>B</sub>** is the total Number of Booked Hours in the relevant Month of Non-Fulfilled Bookings for remote interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below;

**TT<sub>B</sub>** is the per Booking amount set out in table 1 below for Non-Fulfilment of Bookings for telephone interpretation services made by requesting bodies which are identified as an Impact Level of ILB in table 1 below; and

**NT<sub>B</sub>** is the total number of Non-Fulfilled Bookings for telephone interpretation services in the relevant Month made by requesting bodies which are identified as an Impact Level of ILB in table 1 below.

**CND** is:

$$(TF_C \times NF_C) + (TR_C \times NR_C) + (TT_C \times NT_C)$$

Where:

- TF<sub>c</sub>** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for face to face interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below;
- NF<sub>c</sub>** is the total Number of Booked Hours in the relevant Month of Non-Fulfilled Bookings for face to face interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below;
- TR<sub>c</sub>** is the hourly amount set out in table 1 below for Non-Fulfilment of Bookings for remote interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below;
- NR<sub>c</sub>** is the total Number of Booked Hours in the relevant Month of Non-Fulfilled Bookings for remote interpretation services made by requesting bodies which are identified as an Impact Level of ILC in table 1 below;
- TT<sub>c</sub>** is the per Booking amount set out in table 1 below for Non-Fulfilment of Bookings for telephone interpretation services made by requesting bodies which are identified as Impact Level of ILC in table 1 below; and
- NT<sub>c</sub>** is the total number of Non-Fulfilled Bookings for telephone interpretation services in the relevant Month made by requesting bodies which are identified as Impact Level of ILC in table 1 below.

**Table 1: Service Credits for Non-Fulfilment of Bookings**

| Requesting body   | Impact Level | Face to face interpretation services / hour | Remote interpretation services / hour | Telephone interpretation services / Booking |
|---|--------------|---|---------------------------------------|---|
| Crown   | ILA          | REDACTED                                    | REDACTED                              | REDACTED                                    |
| Magistrate's Civil/Family Tribunals<br>Police<br>CPS                              | ILB          | REDACTED                                    | REDACTED                              | REDACTED                                    |
| MoJ HQ<br>HMPS/NOMS HQ<br>Probation<br>LAA<br>Legal Ombudsman<br>CAFCASS<br>Other | ILC          | REDACTED                                    | REDACTED                              | REDACTED                                    |

2.3 Subject to Clause **Error! Reference source not found.**, the Supplier agrees that,:

2.3.1 in relation to face to face interpretation services and remote interpretation services, Service Credits for Non-Fulfilment shall be invoiced to the Supplier by the

Commissioning Bodies where the total percentage of fulfilled Bookings in a Month is less than the percentage fulfilment threshold set out in table 2, below; and

2.3.2 in relation to telephone interpretation services, there is no fulfilment threshold and that Service Credits for Non-Fulfilment shall be applied in each instance a Booking is Non-Fulfilled.

2.4 For the purposes of Paragraph 2.3.1:

2.4.1 the number of Non-Fulfilled Bookings shall be reviewed in the Month following the event giving rise to the Service Credits; and

2.4.2 if following such review the fulfilment threshold has not been met in the relevant Month, Service Credits shall be applied in respect of those Non-Fulfilled Bookings which, chronologically, occurred (or would have occurred if they had been fulfilled) in that Month after the point in time in the Month at which the fulfilment threshold was not met.

2.5 For the purposes of calculating Service Credits for Non-Fulfilment of Bookings, a maximum of two (2) hours per Non-Fulfilled Booking shall be counted.

**Table 2: Application of Service Credits for Non-Fulfilment of Bookings**

|                      | Month 1 following Services Commencement Date | Month 2 following Services Commencement Date | Month 3 following Services Commencement Date | Month 4 and thereafter following Services Commencement Date |
|----------------------|--|--|--|---|
| Fulfilment Threshold | 93%  | 94%  | 96%  | 98%   |

### 3. CALCULATION OF SERVICE CREDITS FOR SERVICE FAILURES

3.1 Following completion of the Waiver Period (if any), where the Supplier fails to meet a Service Threshold in respect of a Key Performance Indicator in a Month:

3.1.1 the number of Performance Points applicable to the relevant Service Failure shall accrue according to the level of Service Failure, as set out in the Service Failure columns of the table at Annex 1 of this Schedule;

3.1.2 Service Credits corresponding to the number of Performance Points accrued in the relevant Month shall be calculated in accordance with Paragraph 3.2; and

3.1.3 subject to Clause **Error! Reference source not found.**, Service Credits shall be invoiced to the Supplier by the Authority in accordance with Schedule 7.

3.2 Service Credits for Service Failures (SD) in each Month shall be calculated in accordance with the following formula:

$$SD = TPP \times SLA$$

Where:

**TPP** is the total aggregate number of Performance Points incurred across all Key Performance Indicators in relation to all Service Failures in the relevant Month; and

**SLA**

is 0.015% of the Monthly Payments payable by the Commissioning Bodies under this Contract in the Month in which the Service Failures occurred.

**ANNEX 1: KEY PERFORMANCE INDICATORS, SERVICE THRESHOLDS AND SERVICE FAILURES**

| KPI number | KPI measure   | KPI description   | Calculation   | Service Threshold | Minor Service Failure / Performance Points   | Moderate Service Failure / Performance Points | Critical Service Failure / Performance Points | Waiver Period | Length of Waiver Period (from Services Commencement Date) |
|------------|---|---|---|-------------------|--|---|---|---------------|---|
| KPI 1      | Timely attendance of Language Professionals at face to face and remote interpretation services Bookings | Attendance of Language Professionals at face to face and remote interpretation services Bookings by the Booked Start Time | <p>100 - ((Total Late Minutes / Total Minutes Delivered) * 100)</p> <p>Total Late Minutes = the total number of late minutes calculated as the difference (in minutes) between the Booked Start Time and the Actual Start Time (where the timesheet of the Language Professional shows attendance later than the Booked Start Time) for each face to face and remote interpretation services Booking in the Month.</p> <p>Total Minutes Delivered = the total number of minutes of face to face and remote interpretation services delivered in the Month by reference to the Actual Start Time and the Actual End Time of each Booking.</p> <p>The Total Late Minutes will exclude those caused by circumstances where it is agreed a Lateness Waiver applies.</p> | 99.93% - 100%     | 98.87% - 99.92%<br><br>20 Performance Points | 98.80% - 98.86%<br><br>40 Performance Points  | <98.80%<br><br>100 Performance Points         | Yes           | 3 Months  |

| KPI number | KPI measure   | KPI description   | Calculation  | Service Threshold | Minor Service Failure / Performance Points  | Moderate Service Failure / Performance Points | Critical Service Failure / Performance Points | Waiver Period | Length of Waiver Period (from Services Commence ment Date) |
|------------|---|---|--|-------------------|---|---|---|---------------|--|
| KPI 2      | Timely attendance of Language Professionals at telephone interpretation services Bookings | Attendance by Language Professionals at telephone interpretation services Bookings within five (5) minutes of the call being answered | $100 - ((\text{Requests Unfilled} / \text{Total Requests}) * 100)$<br><br>Requests Unfilled = number of instances during the Month where a Language Professional does not attend a call for telephone interpretation services within five (5) minutes of the call being answered.<br><br>Total Requests = the total number of telephone interpreting services Bookings in the Month.<br><br>Requests Unfilled will exclude those caused by circumstances where it is agreed a Lateness Waiver applies. | 99% - 100%        | 98.0% - 98.9%<br><br>20 Performance Points  | 97.0% - 97.9%<br><br>40 Performance Points    | <97%<br><br>100 Performance Points            | Yes           | 3 Months   |
| KPI 3      | Language Professional Security Level  | Professional with the Security Level required by the Booking  | $100 - ((\text{Alternative Language Professionals} / \text{Bookings Delivered}) * 100)$<br><br>Alternative Language Professionals = number of Bookings in the Month where a Language Professional of a lower Security Level is provided to that required in the Booking.<br><br>Bookings Delivered = the total   | 99.75% - 100%     | 99.5% - 99.74%<br><br>20 Performance Points | 99% - 99.4%<br><br>40 Performance Points      | <99%<br><br>100 Performance Points            | Yes           | 3 Months   |

| KPI number | KPI measure                                | KPI description   | Calculation  | Service Threshold | Minor Service Failure / Performance Points | Moderate Service Failure / Performance Points | Critical Service Failure / Performance Points | Waiver Period | Length of Waiver Period (from Services Commence ment Date) |
|------------|--|---|--|-------------------|--|---|---|---------------|--|
|            |  |   | number of Bookings delivered in the Month.   |                   |  |   |   |               |  |
| KPI 4      | Language Professional Qualification Levels | Provision of Language Professional with the Qualification Level required by the Booking | $100 - ((\text{Alternative Language Professionals} / \text{Bookings Delivered}) * 100)$<br><br>Alternative Language Professionals = number of Bookings in the Month where a Language Professional of a lower Qualification Level is provided to that required in the Booking.<br><br>Bookings Delivered = the total number of Bookings delivered in the Month. | 99.5% - 100%      | 99% - 99.4%<br><br>20 Performance Points   | 98% - 98.9%<br><br>40 Performance Points      | <98%<br><br>100 Performance Points            | Yes           | 3 Months   |
| KPI 5      | Portal availability                        | Availability of the Portal  | $((\text{Planned Hours} - \text{Lost Hours}) / \text{Planned Hours}) * 100$<br><br>Planned Hours = (24 x Number of calendar days in the Month) less Planned Unavailability in that Month.<br><br>Lost Hours = number of hours in the Month that the Portal is not available or functional, less  | 99.5% - 100%      | 98% - 99.4%<br><br>20 Performance Points   | 95% - 97.9%<br><br>40 Performance Points      | <95%<br><br>100 Performance Points            | No            | n/a  |

| KPI number | KPI measure | KPI description   | Calculation   | Service Threshold | Minor Service Failure / Performance Points | Moderate Service Failure / Performance Points | Critical Service Failure / Performance Points | Waiver Period | Length of Waiver Period (from Services Commence ment Date) |
|------------|-------------|---|---|-------------------|--|---|---|---------------|--|
|            |             |   | <p>Planned Unavailability in that Month.</p> <p>Planned Unavailability = the number of hours in the Month that the Portal is not available or functional but where the Supplier has notified Commissioning Bodies of planned upgrade or maintenance work in accordance with the Service Specification.</p>  |                   |  |   |   |               |  |
| KPI 6A     |             | Answering of calls by an operator, received by the helpdesk within the required timescale | <p>Number of calls answered within the Late Threshold / Total Number of Calls</p> <p>Where:</p> <p>Late Threshold = 20 seconds</p> <p>Number of calls answered within the Late Threshold = The number of calls answered within 20 seconds</p> <p>Total Number of Calls = number of calls made to the helpdesk in the Month</p> <p>The Late Threshold will begin after the caller has selected all necessary options in the automated answering system, if</p> | 80% - 100%        | 75% - 79.9%<br><br>10 Performance Points   | 70% - 74.9%<br><br>20 Performance Points      | <70%<br><br>50 Performance Points             | Yes           | 3 Months   |

| KPI number | KPI measure               | KPI description                        | Calculation  | Service Threshold | Minor Service Failure / Performance Points | Moderate Service Failure / Performance Points | Critical Service Failure / Performance Points | Waiver Period | Length of Waiver Period (from Services Commence ment Date) |
|------------|---------------------------|--|--|-------------------|--|---|---|---------------|--|
|            |                           |  | one is in place.   |                   |  |   |   |               |  |
| KPI 6B     | Helpdesk call Abandonment | Timeliness of answering helpdesk calls | <p>Number of Helpdesk Calls Abandoned / Total Number of Calls</p> <p>Where:</p> <p>Number of Helpdesk Calls Abandoned = the number of calls where the user has abandoned the call after the Late Threshold (20 seconds), but before the call was answered by the operator.</p> <p>Total Number of Calls = number of calls made to the helpdesk in the Month</p> <p>Late Threshold = 20 seconds</p> | 95% - 100%        | 92% - 94.9%<br><br>10 Performance Points   | 89% - 91.9%<br><br>20 Performance Points      | <89%<br><br>50 Performance Points             | Yes           | 3 Months   |
| KPI 7      | Complaints / issues       | Complaints / issues raised             | <p>(Complaints Made / Bookings Delivered) * 100</p> <p>Complaints Made = the total number of complaints or issues raised in relation to the Services in the Month.</p> <p>Bookings Delivered = the total number of Bookings delivered in the Month.</p>  | 0 - 1%            | 1.1% - 1.5%<br><br>10 Performance Points   | 1.6% - 2%<br><br>20 Performance Points        | >2%<br><br>50 Performance Points              | Yes           | 3 Months   |

| KPI number | KPI measure           | KPI description            | Calculation   | Service Threshold | Minor Service Failure / Performance Points  | Moderate Service Failure / Performance Points | Critical Service Failure / Performance Points | Waiver Period | Length of Waiver Period (from Services Commence ment Date) |
|------------|-----------------------|----------------------------|---|-------------------|---|---|---|---------------|--|
| KPI 8      | Production of Reports | Timely delivery of reports | <p>(Reports Delivered / Reports Required) * 100</p> <p>Reports Delivered = the total number of reports required to be delivered by Schedule 9 (Reports, Records and Management Information) during the Month which are delivered within the time period set out in Schedule 9 (Reports, Records and Management Information).</p> <p>Reports Required = the total number of reports required to be delivered by Schedule 9 (Reports, Records and Management Information) during the Month.</p> | 100%              | 95% - 99.9%<br><br>10 Performance Points    | 90% - 94.9%<br><br>20 Performance Points      | <90%<br><br>50 Performance Points             | No            | n/a  |
| KPI 9      | Data provision        | Timely data provision      | <p>Total Hours Late / (16 * Total Data Requests) * 100)</p> <p>Total Hours Late = the total number of Normal Working Hours after the deadline for provision of responses to ad hoc data requests which have occurred in the Month.</p> <p>Total Data Requests = the</p>   | 0% - 0.625%       | 0.626% - 1.25%<br><br>10 Performance Points | 1.26% - 2.5%<br><br>20 Performance Points     | >2.5%<br><br>50 Performance Points            | No            | n/a  |

| KPI number | KPI measure                             | KPI description  | Calculation   | Service Threshold | Minor Service Failure / Performance Points | Moderate Service Failure / Performance Points | Critical Service Failure / Performance Points | Waiver Period | Length of Waiver Period (from Services Commence ment Date) |
|------------|---|--|---|-------------------|--|---|---|---------------|--|
|            |   |  | <p>number of requests for ad hoc data in the Month.</p> <p>To provide a baseline for how much extra time was required to provide the data the Total Data Requests is multiplied by the 2 Working Day deadline, being 16 hours.</p>  |                   |  |   |   |               |  |
| KPI 10     | Language Professional development plans | Development plans for Language Professionals following an In Person Assessment by the Quality Assurance Supplier | <p><math>100 - ((\text{Development Plans Required} / \text{Bookings Delivered}) * 100)</math></p> <p>Development Plans Required = total number of development plans required for Language Professionals following an In Person Assessment by the Quality Assurance Supplier in the Month.</p> <p>Bookings Delivered = total number of In Person Assessments delivered in the Month.</p> | 95% - 100%        | 90% - 94.9%<br><br>10 Performance Points   | 85% - 89.9%<br><br>20 Performance Points      | <85%<br><br>50 Performance Points             | Yes           | 3 Months   |

## SCHEDULE 7

### Payment

#### 1. SERVICE PAYMENT

1.1 The Service Payment in respect of each Month shall be calculated in accordance with this Schedule.

#### 2. MONTHLY PAYMENT

##### 2.1 Calculation of Monthly Payment

The Monthly Payment shall be calculated in accordance with the following formula:

$$MP = MP_F + MP_R + MP_T + OC$$

Where:

**MP<sub>F</sub>** is the Monthly Payment for face to face interpretation services calculated in accordance with Paragraph 2.1.1;

**MP<sub>R</sub>** is the Monthly Payment for remote interpretation services calculated in accordance with Paragraph 2.1.2;

**MP<sub>T</sub>** is the Monthly Payment for telephone interpretation services calculated in accordance with Paragraph 2.1.3; and

**OC** is Other Charges for the provision of Services calculated in accordance with Paragraph 2.4.

##### 2.1.1 Monthly Payment for face to face interpretation services (MP<sub>F</sub>)

$$MP_F = (BUP_F \times N_F) \times (1 + AF)$$

Where:

**BUP<sub>F</sub>** is the Base Unit Price for face to face interpretation services calculated in accordance with Paragraph 2.2.1;

**N<sub>F</sub>** is the Number of Actual Hours of face to face interpretation services provided; and

**AF** is the Adjustment Factor calculated in accordance with Paragraph 2.3.

##### 2.1.2 Monthly Payment for remote interpretation services (MP<sub>R</sub>)

$$MP_R = (BUP_R \times N_R) \times (1 + AF)$$

Where:

**BUP<sub>R</sub>** is the Base Unit Price for remote interpretation services calculated in accordance with Paragraph 2.2.2;

**N<sub>R</sub>** is the Number of Actual Hours of remote interpretation services provided; and

**AF** is the Adjustment Factor calculated in accordance with Paragraph 2.3.

##### 2.1.3 Monthly Payment for telephone interpretation services (MP<sub>T</sub>)

$$MP_T = (BUP_T \times N_T) \times (1 + AF)$$

Where:

**BUP<sub>T</sub>** is the Base Unit Price for telephone interpretation services calculated in accordance with Paragraph 2.2.3;

**N<sub>T</sub>** is the Number of Seconds of telephone interpretation services provided; and

**AF** is the Adjustment Factor calculated in accordance with Paragraph 2.3.

## 2.2 Base Unit Price (BUP)

### 2.2.1 Base Unit Price for face to face interpretation services (BUP<sub>F</sub>)

Subject to Paragraph 3, the Base Unit Price for the provision of the face to face interpretation services shall be as set out in table 1, below.

Table 1: Base Unit Price for face to face interpretation services (BUP<sub>F</sub>)

| Unit   | Base Unit Price for face to face interpretation services (BUP <sub>F</sub> ) | Average Monthly volume of face to face interpretation services Bookings in the last Quarter ending prior to the relevant Month (and for this purpose a "Quarter" means each successive period of three Months commencing with the period November 2016, December 2016 and January 2017) |
|--|--|---|
| One hour of face to face interpretation services | REDACTED   | 1 Booking – 9,749 Bookings  |
|  | REDACTED   | 9,750 Bookings – 11, 249 Bookings   |
|  | REDACTED   | 11,250 Bookings – 12, 749 Bookings  |
|  | REDACTED   | 12,750 Bookings – 14, 249 Bookings  |
|  | REDACTED   | 14,250 Bookings – 15, 749 Bookings  |
|  | REDACTED   | 15,750 Bookings – 17, 249 Bookings  |
|  | REDACTED   | 17,250 Bookings – 18, 749 Bookings  |
|  | REDACTED   | 18,750 + Bookings   |

### 2.2.2 Base Unit Price for remote interpretation services (BUP<sub>R</sub>)

Subject to Paragraph 3, the Base Unit Price for the provision of the remote interpretation services shall be as set out in table 2, below.

Table 2: Base Unit Price for remote interpretation services (BUP<sub>R</sub>)

| Unit        | Base Unit Price for remote interpretation services (BUP <sub>R</sub> ) | Average Monthly volume of remote interpretation services Bookings in the last Quarter ending prior to the relevant Month (and for this purpose a "Quarter" means each successive period of three Months commencing with the period November 2016, December 2016 and January 2017) |
|-------------|--|---|
| One hour of | REDACTED   | 1 Booking – 2,749 Bookings  |

|                                |          |                                   |
|--------------------------------|----------|-----------------------------------|
| remote interpretation services | REDACTED | 2,750 Bookings – 4,249 Bookings   |
|                                | REDACTED | 4,250 Bookings – 5,749 Bookings   |
|                                | REDACTED | 5,750 Bookings – 7, 249 Bookings  |
|                                | REDACTED | 7,250 Bookings – 8, 749 Bookings  |
|                                | REDACTED | 8,750 Bookings – 10, 249 Bookings |
|                                | REDACTED | 10,250 + Bookings                 |

### 2.2.3 Base Unit Price for telephone interpretation services (BUP<sub>T</sub>)

Subject to Paragraph 3, the Base Unit Price for the provision of telephone interpretation services shall be as set out in table 3, below.

Table 3: Base Unit Price for telephone interpretation services (BUP<sub>T</sub>)

| Unit                                   | Base Unit Price for telephone interpretation services (BUP <sub>T</sub> ) | Average Monthly volume of telephone interpretation services Bookings in the last Quarter ending prior to the relevant Month (and for this purpose a "Quarter" means each successive period of three Months commencing with the period November 2016, December 2016 and January 2017) |
|--|---|--|
| One second of Telephone interpretation | REDACTED  | 1 Booking – 399 Bookings   |
|  | REDACTED  | 400 Bookings – 799 Bookings  |
|  | REDACTED  | 800 Bookings – 1,199 Bookings  |
|  | REDACTED  | 1,200 Bookings – 1,599 Bookings  |
|  | REDACTED  | 1,600 Bookings – 1,999 Bookings  |
|  | REDACTED  | 2,000 Bookings – 2,399 Bookings  |
|  | REDACTED  | 2,400 + Bookings   |

### 2.3 Adjustment Factor (AF)

The Adjustment Factor shall be calculated separately for face to face interpretation services, remote interpretation services and telephone interpretation services, in each case in accordance with the following formula:

$$AF = UAF + SAF + CAF$$

Where:

**UAF** is the Urgency Adjustment Factor to the Base Unit Price calculated in accordance with Paragraph 2.3.1;

**SAF** is the Security Adjustment Factor to the Base Unit Price calculated in accordance with Paragraph 2.3.2; and

**CAF** is the Complexity Adjustment Factor to the Base Unit Price calculated in accordance with Paragraph 2.3.3.

**2.3.1 Urgency Adjustment Factor (UAF)**

The Urgency Adjustment Factor shall be calculated in accordance with the following formula:

$$\text{UAF} = (\text{UT}_0 \times \text{N}_{\text{T0}}) + (\text{UT}_1 \times \text{N}_{\text{T1}}) + (\text{UT}_2 \times \text{N}_{\text{T2}}) + (\text{UT}_3 \times \text{N}_{\text{T3}}) + (\text{UT}_4 \times \text{N}_{\text{T4}})$$

Where:

**UT<sub>0</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT0 as set out in table 4 below;

**N<sub>T0</sub>** is the Number of Actual Hours of Services in the Month with an Urgency Type UT0 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;

**UT<sub>1</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT1 as set out in table 4 below;

**N<sub>T1</sub>** is the Number of Actual Hours of Services in the Month with an Urgency Type UT1 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;

**UT<sub>2</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT2 as set out in table 4 below;

**N<sub>T2</sub>** is the Number of Actual Hours of Services in the Month with an Urgency Type UT2 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;

**UT<sub>3</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT3 as set out in table 4 below;

**N<sub>T3</sub>** is the Number of Actual Hours of Services in the Month with an Urgency Type UT3 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month;

**UT<sub>4</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month with an Urgency Type UT4 as set out in table 4 below; and

**N<sub>T4</sub>** is the Number of Actual Hours of Services in the Month with an Urgency Type UT4 as a proportion of the total hours of provision across all Urgency Types for each Method of Interpretation in the Month.

Table 4: Urgency Adjustment Factor

| Type of Adjustment | Urgency Type         | Urgency Adjustment Factor (UAF) |
|--------------------|----------------------|---------------------------------|
| Urgency            | Urgency Type 0 (UT0) | REDACTED                        |
|                    | Urgency Type 1 (UT1) | REDACTED                        |
|                    | Urgency Type 2 (UT2) | REDACTED                        |

|  |                      |          |
|--|----------------------|----------|
|  | Urgency Type 3 (UT3) | REDACTED |
|  | Urgency Type 4 (UT4) | REDACTED |

### 2.3.2 Security Adjustment Factor (SAF)

The Security Adjustment Factor shall be calculated in accordance with the following formula.

$$\text{SAF} = (\text{SL}_1 \times \text{N}_{\text{S1}}) + (\text{SL}_2 \times \text{N}_{\text{S2}}) + (\text{SL}_3 \times \text{N}_{\text{S3}}) + (\text{SL}_4 \times \text{N}_{\text{S4}})$$

Where:

**SL<sub>1</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 1 as set out in table 5 below;

**N<sub>S1</sub>** is the Number of Actual Hours of Services in the Month at Security Level 1 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month;

**SL<sub>2</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 2 as set out in table 5 below;

**N<sub>S2</sub>** is the Number of Actual Hours of Services in the Month at Security Level 2 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month;

**SL<sub>3</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 3 as set out in table 5 below;

**N<sub>S3</sub>** is the Number of Actual Hours of Services in the Month at Security Level 3 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month;

**SL<sub>4</sub>** is the Adjustment Factor to the Base Unit Price for the provision of Services in the Month at Security Level 4 as set out in table 5 below; and

**N<sub>S4</sub>** is the Number of Actual Hours of Services in the Month at Security Level 4 as a proportion of the total hours of provision across all Security Levels for each Method of Interpretation in the Month.

Table 5: Security Adjustment Factor

| Type Adjustment | of | Security Level         | Security Adjustment Factor (SAF) |
|-----------------|----|------------------------|----------------------------------|
| Security        |    | Security Level 1 (SL1) | REDACTED                         |
|                 |    | Security Level 2 (SL2) | REDACTED                         |
|                 |    | Security Level 3 (SL3) | REDACTED                         |
|                 |    | Security Level 4 (SL4) | REDACTED                         |

Where the Supplier supplies a higher Security Level than requested in the Booking, there shall be no uplift for the higher Security Level.

Where the Supplier supplies a lower Security Level than requested in the Booking (with the consent of the relevant Commissioning Body in accordance with the Service Specification), the uplift shall be for the Security Level provided.

### 2.3.3 Complexity Adjustment Factor (CAF)

The Complexity Adjustment Factor shall be calculated in accordance with the following formula:

$$\text{CAF} = (\text{CW} \times \text{N}_{\text{CW}}) + (\text{C} \times \text{N}_{\text{C}}) + (\text{S} \times \text{N}_{\text{S}})$$

Where:

**CW** is the Adjustment Factor to the Base Unit Price for the provision of Services with a Complexity Level of "complex – written" in the Month as set out in table 6;

**N<sub>CW</sub>** is the Number of Actual Hours of Services in the Month with a Complexity Level of "complex – written" as a proportion of the total hours of provision across all Complexity Levels for each Method of Interpretation in the Month;

**C** is the Adjustment Factor to the Base Unit Price for the provision of Services with a Complexity Level of "complex – other" in the Month as set out in table 6;

**N<sub>C</sub>** is the Number of Actual Hours of Services in the Month with a Complexity Level of "complex – other" as a proportion of the total hours of provision across all Complexity Levels for each Method of Interpretation in the Month;

**S** is the Adjustment Factor to the Base Unit Price for the provision of Services with a Complexity Level of "standard" in the Month as set out in table 6; and

**N<sub>S</sub>** is the Number of Actual Hours of Services in the Month with a Complexity Level of "standard" as a proportion of the total hours of provision across all Complexity Levels for each Method of Interpretation in the Month.

Table 6: Complexity Adjustment Factors

| Type Adjustment | of | Complexity Level       | Complexity Adjustment Factor (CAF) for Lot 1 |
|-----------------|----|------------------------|--|
| Complexity      |    | Complex - Written (CW) | REDACTED                                     |
|                 |    | Complex – Other (C)    | REDACTED                                     |
|                 |    | Standard (S)           | REDACTED                                     |

Where the Supplier supplies a higher Complexity Level than requested in the Booking, there shall be no uplift for the higher Complexity Level.

Where the Supplier supplies a lower Complexity Level than requested in the Booking (with the consent of the relevant Commissioning Body in accordance with the Service Specification), the uplift shall be for the Complexity Level provided.

## 2.4 Other Charges (OC)

2.4.1 The Other Charges shall be calculated by multiplying the number of times each item was used or occurred in the relevant Month by the charge for that item, as set out in table 7 below:

2.4.2 The items set out in table 7 comprise an exhaustive list and no other costs and charges shall be recoverable by the Supplier from the Authority other than as expressly provided for in the Contract.

Table 7: Rate card for Other Charges

| Type of item                            | Charge per item |
|---|-----------------|
| Charge for one audio headset            | REDACTED        |
| Charge for one Cancellation             | REDACTED        |
| Charge for one Curtailment Cancellation | REDACTED        |

2.5 The Supplier agrees that, each and every time it receives an Other Charge in respect of Cancellation and Curtailment Cancellation, it shall, within thirty (30) days of receipt of such payment, pay the Language Professional who was subject to the Cancellation or Curtailment Cancellation such proportion of the Other Charge as set out in table 8, below.

Table 8: Proportion of Cancellation and Curtail Cancellation to be paid to Language Professionals

| Type of Other Charge     | % of Other Charge to be retained by Supplier | % of Other Charge to be paid to Language Professional |
|--------------------------|--|---|
| Cancellation             | REDACTED                                     | REDACTED  |
| Curtailment Cancellation | REDACTED                                     | REDACTED  |

### 3. INDEXATION OF PAYMENTS

3.1 The Base Unit Price shall be Indexed on the second anniversary of the Services Commencement Date and annually thereafter in accordance with this Paragraph 3.

3.2 The indexed price in Contract Year 'n' is given by:

$$BUP_n = BUP_{n-1} \times aV$$

Where:

$BUP_n$  is the Base Unit Price (Indexed) in Contract Year 'n'

$BUP_{n-1}$  is the Base Unit Price in Contract Year (n-1);

a is the portion of the Base Unit Price subject to indexation n, where a = 100%;

V is the variation, calculated using the formula below:

$$V = \left( 1 + \left( \frac{CPI_1 - CPI_0}{CPI_0} \right) \right)$$

where

$CPI_0$  is the Consumer Prices Index in Contract Year (n-1); and

$CPI_1$  is the Consumer Prices Index in Contract Year n.

### 4. PAYMENT

4.1 The Supplier acknowledges that the Authority comprises departments including the Identified Bodies and, for the purposes of payment of the Service Payment only, each of the Identified Bodies shall receive its own invoice.

- 4.2 Notwithstanding a Commissioning Body or Identified Body approving a Language Professional's timesheet prior to the Language Professional leaving a Location, the Supplier shall:
- 4.2.1 upload the Actual Start Time and Actual End Time to the Portal; and
  - 4.2.2 via the Portal or another appropriate electronic means, notify the Commissioning Body or Identified Body which requested the Booking of the Actual Start Time and Actual End Time.
- 4.3 The Supplier shall ensure that it fulfils the requirements of Paragraph 4.2 within the following timescales:
- 4.3.1 for a single day Booking, within twenty four (24) hours of the Actual End Time; and
  - 4.3.2 for a multi-day Booking, on the last Working Day of the week in which the Booking occurred (or each week should the Booking extend over multiple weeks).
- 4.4 Within five (5) Working Days of the notification being received in accordance with Paragraph 4.2, the relevant Commissioning Body or Identified Body may either approve the Actual Start Time and Actual End Time or notify the Supplier that it disputes such times. Any such notification shall be delivered by the Commissioning Body to the Supplier via the Portal.
- 4.5 If the Commissioning Body or Identified Body does not, within five (5) Working Days of receipt of notification from the Supplier, notify the Supplier pursuant to Paragraph 4.4 of its approval or not of the Actual Start Time and/or Actual End Time, the time shall be deemed approved.
- 4.6 Where a Commissioning Body or Identified Body disputes the Actual Start Time and/or Actual End Time of a Booking, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.
- 4.7 Approval of the Actual Start Time and Actual End Time by a Commissioning Body or Identified Body is without prejudice to its other rights and remedies, including its right to dispute an invoice following Receipt.
- 4.8 The Supplier shall invoice the Service Payment, in accordance with Paragraph 4.9, to the relevant Commissioning Body or Identified Body monthly in arrears.
- 4.9 The Supplier shall ensure that each Commissioning Body and Identified Body shall receive its own invoice in respect of the Bookings which it has requested and which have been completed in the Month to which the invoice relates. Such invoice shall be addressed in accordance with the instructions notified to the Supplier by the relevant Commissioning Body or Identified Body from time to time.
- 4.10 During the Contract Period, the Authority may direct the Supplier to issue invoices in some manner other than as set out in Paragraph 4.9 from time to time without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no cost to the Authority or any other Commissioning Body or Identified Body.
- 4.11 Subject to Paragraph 4.14, the Supplier agrees that each invoice shall be raised as follows:
- 4.11.1 invoices in respect of the Service Payment shall be raised by the Supplier:
    - (a) on the 15<sup>th</sup> day and fifth day following the end of each Month for the period commencing on the Services Commencement Date and expiring 30<sup>th</sup> April 2018 (inclusive); and
    - (b) for the period from the 1<sup>st</sup> May 2018 to the expiry or termination of this Contract, on the fifth day following the end of each Month;

- 4.11.2 invoices in respect of any Milestone Payment shall be raised on the first Working Day of the Month after the Month in which the Authority confirmed the Milestone Payment was due in accordance with 0; and
  - 4.11.3 invoices in respect of any Termination Payment due shall be raised within thirty (30) days of the effective date of termination of this Contract.
- 4.12 For the purposes of Paragraph 4.11.1, the Service Payment shown in the Monthly invoice in respect of the first Month following the Services Commencement Date shall be calculated on the basis of the respective Base Unit Prices derived (pursuant to Paragraphs 2.2.1, 2.2.2 and 2.2.3) from the actual average Monthly volumes of bookings with the previous supplier for the relevant equivalent service in the twelve (12) Months up to and including September 2016. The Authority shall notify the Supplier of such volumes no later than five (5) Working Days before the Services Commencement Date.
- 4.13 The Supplier shall first submit:
- 4.13.1 (to the relevant Commissioning Body or Identified Body) a draft invoice, together with all necessary supporting documentation, setting out the amount payable. Such supporting documentation shall include, as a minimum, that information as is set out in Annex 1 of Schedule 9;
  - 4.13.2 (to the relevant Commissioning Body or Identified Body) a statement of the Service Credits for Non-Fulfilment applicable to that Commissioning Body or Identified Body;
  - 4.13.3 (to the Authority (MoJ HQ in Newport)) a statement of the Service Credits for Service Failures.
- 4.14 The Authority shall, and shall use its reasonable endeavours to ensure the other Commissioning Bodies and Identified Bodies shall, verify draft invoices received from the Supplier in a timely fashion which:
- 4.14.1 in respect of invoices relating to any Service Payment or Termination Payment due, shall be within five (5) Working Days of its Receipt; and
  - 4.14.2 in respect of any invoices relating to any Milestone Payment due, shall be within two (2) Working Days of Receipt, and
- following such verification, the Supplier shall be entitled to submit its invoice to the relevant Commissioning Body or Identified Body.
- 4.15 The Supplier shall ensure that each invoice contains the following information to the extent it is applicable to the payment due under that invoice:
- 4.15.1 the date of invoice;
  - 4.15.2 a unique reference number;
  - 4.15.3 purchase order number, if any;
  - 4.15.4 the period to which the Monthly Payment relates;
  - 4.15.5 the Monthly Payment for face to face interpretations, together with such information as may be required in order to show how such amount has been calculated;
  - 4.15.6 the Monthly Payment for remote interpretations, together with such information as may be required in order to show how such amount has been calculated;
  - 4.15.7 the Monthly Payment for telephone interpretations, together with such information as may be required in order to show how such amount has been calculated;

- 4.15.8 Other Charges, together with such information as may be required in order to show how such amount has been calculated;
  - 4.15.9 the Service Credits, together with such information as may be required in order to show how the amount of Service Credits has been calculated;
  - 4.15.10 the Milestone Payments, together with reference to which milestones the payment relates and such other information as may be required in order to show how the Milestone Payment has been calculated;
  - 4.15.11 the Termination Payment, together with such other information as may be required in order to show how the Termination Payment has been calculated;
  - 4.15.12 the total payment due gross and net of any applicable deductions and, separately, any VAT or other sales tax properly payable;
  - 4.15.13 the contact name and telephone details of a responsible person in the Supplier's finance department in the event of query; and
  - 4.15.14 the banking details to enable payment to the Supplier.
- 4.16 The Supplier shall provide such other supporting information as may be reasonably requested by a Commissioning Body or Identified Body from time to time to substantiate an invoice received from the Supplier under this Contract.
- 4.17 All invoices submitted by a Supplier to a Commissioning Body or Identified Body shall be expressed in pounds sterling (£).
- 4.18 Subject to the terms of this Contract, the Authority shall, and shall use its reasonable endeavours to ensure that (i) the Identified Bodies, (ii) those Commissioning Bodies marked with an asterisk in Schedule 1 and (iii) any executive agency sponsored by the Authority (whether or not it is in existence as at the date of this Contract) which receives Services under the Contract as a Commissioning Body **REDACTED** Subject as aforesaid, the Authority shall use its reasonable endeavours to ensure those Commissioning Bodies not marked with an asterisk in Schedule 1 shall make payment to the Supplier in pounds sterling (£) by electronic transfer within thirty (30) days of Receipt of a valid invoice.
- 4.19 If a Commissioning Body, an Identified Body or the Supplier fails to pay undisputed sums properly payable under this Contract by the due date, the issuer of the invoice shall have the right to charge interest on the overdue amount at a rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.
- 4.20 On the first Working Day of each Month, the Supplier shall provide to the Authority a consolidated summary of all invoices which have been raised in the previous Month showing, for that Month, the total amount invoiced to each Commissioning Body and Identified Body, the total amount of Service Credits for Non-Fulfilment in relation to each Commissioning Body and Identified Body (and the total amount of such Service Credits invoiced by each of them) and the total amount of Service Credits for Service Failures in respect of which invoices have been issued. The Supplier shall promptly respond to such requests as the Authority may have in relation to such information.

## 5. SERVICE CREDITS

- 5.1 The calculation of Service Credits (as notified pursuant to Paragraph 4.13) shall be subject to the Approval of the Authority, which shall be given or withheld in the Commercial and Contract Management Review Board meeting held the Month after the event giving rise to the Service Credits occurred.
- 5.2 Following approval in accordance with Paragraph 5.1:

- 5.2.1 each relevant Commissioning Body or Identified Body shall within five (5) Working Days following the end of each Month issue to the Supplier an invoice to the value of Service Credits for Non-Fulfilment (as approved by the Authority under Paragraph 5.1) in respect of Bookings made by such Commissioning Body or Identified Body; and
- 5.2.2 in respect of Service Credits for Service Failures, the Authority shall within five (5) Working Days following the end of each Month issue an invoice for the total value of Service Credits for Service Failures (as approved by the Authority under Paragraph 5.1).

The Supplier shall pay the amount of each such invoice in pounds sterling (£) by electronic transfer within thirty (30) days of its date.

- 5.3 Where the Authority disputes the calculation of Service Credits then, without prejudice to its other rights and remedies, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

## **6. DISPUTED INVOICES**

- 6.1 If a Commissioning Body or Identified Body disputes any invoice following Receipt:
  - 6.1.1 the relevant Commissioning Body or Identified Body shall notify the Supplier of such disputed invoice and provide details of the specific elements of the invoice which are in dispute;
  - 6.1.2 following notification, the disputed invoice shall be immediately deemed void and the Supplier shall re-issue two (2) invoices to the Commissioning Body or Identified Body, the first for the disputed sum (the **Disputed Invoice**) and the second for the undisputed sum (the **Undisputed Invoice**);
  - 6.1.3 Paragraph 4 shall apply in respect of the Undisputed Invoice; and
  - 6.1.4 the Disputed Invoice shall be referred to the Dispute Resolution Procedure for resolution.

## SCHEDULE 8

### Governance

#### 1. INTRODUCTION AND OBJECTIVES

- 1.1 This Schedule 8 sets out the arrangements agreed between the Parties for the management of their relationship and the relationship with the Quality Assurance Supplier during the Contract Period.
- 1.2 The Parties agree that the objectives of the governance approach implemented by the Parties in this Schedule 8 include to:
- 1.2.1 establish and maintain trust between each of the Parties and Quality Assurance Supplier including by acting in an open, reliable and competent manner;
  - 1.2.2 maintain the involvement of the Authority's stakeholders throughout the Contract Period;
  - 1.2.3 enable the Authority to communicate and the Supplier to understand the Authority's changing objectives;
  - 1.2.4 manage change efficiently and in a cost effective and timely manner for the Authority; and
  - 1.2.5 identify early, avoid and/or promptly resolve any issues, problems or disputes that may arise between the Parties.

#### 2. MANAGEMENT OF THE SERVICES

- 2.1 No later than the Services Commencement Date, the Supplier shall appoint an Account Management Team who shall be responsible for ensuring the proper delivery of the Services to the Commissioning Bodies. Each member of the Account Management Team shall be a member of Key Personnel.
- 2.2 The Supplier shall procure that the Account Management Team meets with a representative of each Commissioning Body on at least a Monthly basis (unless otherwise agreed in writing with the Commissioning Body) to discuss the provision of the Services to the relevant Commissioning Body.

#### 3. GOVERNANCE BOARDS

- 3.1 In accordance with this Schedule 8, the Parties will create and maintain for the Contract Period the following boards on which the Parties shall be represented:
- 3.1.1 Operational Performance Board;
  - 3.1.2 Commercial and Contract Management Review Board;
  - 3.1.3 Strategic Board; and
  - 3.1.4 Quality Assurance Board,
- (together the **Governance Boards**).
- 3.2 The Parties shall ensure the Governance Boards are established no later than the Services Commencement Date.
- 3.3 By the Services Commencement Date, the Supplier shall appoint a Supplier Board Lead for each Board. The Supplier may appoint a single Supplier Board Lead to sit on all Governance Boards

or a separate Supplier Board Lead for each provided that the Supplier Board Lead for the Strategic Board must be a senior member of its Personnel. Each Supplier Board Lead shall be a member of Key Personnel.

- 3.4 An Authority Board Lead shall be appointed by the Authority for each respective Governance Board and shall be responsible for:
- 3.4.1 scheduling Board Meetings;
  - 3.4.2 setting and circulating the agenda for Board Meetings in advance of each meeting;
  - 3.4.3 chairing the respective Board Meetings;
  - 3.4.4 monitoring the progress of any follow up tasks and activities agreed to be carried out during Board Meetings; and
  - 3.4.5 ensuring that minutes for Board Meetings are recorded and disseminated electronically to all attendees of the meeting within seven (7) Working Days after the Board Meeting.

#### **4. BOARD MEETINGS AND DECISIONS**

- 4.1 The Governance Boards shall meet in accordance with the frequency set out in Annex 1 to this Schedule 8. In addition to those Board Meetings required by this Schedule 8, the Board Leads for each Governance Board may agree what additional meetings they wish to hold, if any, in order to discharge the responsibilities and purpose of the relevant Governance Board. The Board Leads will review the meetings schedule at least once in each year.
- 4.2 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend the respective Governance Boards at which that Board Member's attendance is required. If any Board Member is not able to attend a Board Meeting, that person shall use all reasonable endeavours to ensure that:
- 4.2.1 a delegate attends the relevant Board Meeting in his/her place who is properly briefed and prepared; and
  - 4.2.2 that he/she is debriefed by such delegate following the Board Meeting.
- 4.3 Except as otherwise set out in this Paragraph, the Board Meetings shall be quorate as long as at least two (2) representatives of each Party are present, which must include both Authority Board Lead and Supplier Board Lead (or, in each case, his/her respective delegate). For the purposes of the Quality Assurance Board, at least two (2) representatives of the Quality Assurance Supplier must also be present.
- 4.4 During Transition, the Parties shall agree the format and structure of the Pre-Meeting Reports and Management Information (each of which may be amended from time to time in accordance with Schedule 9) to be delivered by the Supplier for the purposes of each Board Meeting.
- 4.5 The Supplier Board Lead shall complete and deliver the relevant Pre-Meeting Report and Management Information to the Authority Board Lead no less than ten (10) Working Days prior to the Board Meeting to which the Pre-Meeting Report relates, or on such other date as the Authority Board Lead may agree in writing.
- 4.6 The agenda of the respective Board Meetings shall be in accordance with the standing items set out in Annex 1 to this Schedule 8, together with any such additional items the Board Members may wish to raise.
- 4.7 Board Meetings may be conducted through electronic means without any necessity that all participants are physically present at a particular location.

- 4.8 Meetings of each Governance Board shall be minuted by the Authority Board Lead (or an individual acting on his/her behalf) and agreed with the Supplier Board Lead (such agreement not to be unreasonably withheld or delayed) before circulation to the attendees of the Board Meeting in question. In the case of the Quality Assurance Board, the minutes shall also be agreed with the Quality Assurance Supplier Board Lead.
- 4.9 The Parties shall use all reasonable endeavours to ensure that the Governance Boards make decisions through timely and effective communication and agreement to decisions shall not be unreasonably withheld by its Board Members. Each Party shall ensure that its Board Members have appropriate authority, skill and experience to make decisions and ensure the objectives of the respective Governance Boards are discharged.
- 4.10 Board Members may, with the consent of the Authority Board Lead (such consent not to be unreasonably withheld or delayed), invite other persons to attend meetings of that Governance Board. For the avoidance of doubt, only Board Members have the authority to make decisions during the respective Board Meetings.
- 4.11 In the event that either Party wishes to replace any of its appointed Board Members, it shall notify the other's Board Lead in writing of the proposed change which, in respect of the Supplier's Board Members shall be subject to the Approval of the Authority (such Approval not to be unreasonably withheld or delayed).

## **5. CHANGE CONTROL IMPACT**

- 5.1 To the extent that a decision made by a Governance Board has the effect of creating a Contract Change, that Contract Change shall be managed in accordance with the Change Control Procedure.

## **6. GOVERNANCE BOARD PERFORMANCE MEASUREMENT**

- 6.1 The Parties acknowledge that the successful operation of the governance procedures in the Contract is a key determining factor in the success of the Contract. Therefore the operation of the governance procedures shall be managed as follows:
- 6.1.1 each Governance Board shall be measured against its objectives set out in the Annex to this Schedule 8;
- 6.1.2 if, in the opinion of the Strategic Board, either the Commercial and Contract Management Review Board, the Operational Performance Board and/or Quality Assurance Board is failing to meet its objectives then the Strategic Board will require that the respective board makes appropriate changes to its ways of working as shall be confirmed by the Authority Board Lead of the Strategic Board in writing. Such requirements may include one or more of the following:
- (a) the commitment of more resources to the activities of the relevant board;
  - (b) the prompt replacement of Board Members making up the relevant board who, in the reasonable opinion of the Strategic Board, have been under-performing or are otherwise unsuitable (for example due to a failure to properly accept accountability or responsibility);
  - (c) increasing the frequency of the Board Meetings or reporting requirements of the relevant board; and/or
  - (d) modification to the type and style of reports and associated metrics.

## ANNEX 1

### GOVERNANCE BOARDS

| <b>Strategic Board</b>                   |   |
|--|---|
| Authority Board Lead & Chair of Board    | Senior Business Owner.  |
| Other Authority Board Members            | <p>Head of the Contracted Services &amp; Performance team.</p> <p>Other members of the Contracted Services &amp; Performance team (as appropriate).</p> <p>Head of Commercial and Contract Management – Contract Management.</p> <p>Senior Commercial and Contract Manager.</p> <p>Other member of Commercial and Contract Management (as appropriate).</p> <p>Members of the Commissioning Bodies.</p>   |
| Supplier Board Lead                      | Global Sales Director.  |
| Other Supplier Board Members             | Senior members of the Account Management Team.  |
| Quality Assurance Supplier Board Lead    | Account Director for Quality Assurance Supplier.  |
| Quality Assurance Supplier Board Members | Appropriate Personnel of Quality Assurance Supplier.  |
| Frequency                                | Quarterly.  |
| Purpose                                  | Provides a forum for strategic discussions between the senior management of both Parties.   |
| Standing Agenda                          | <p>Review of Pre-Meeting Report and action points arising.</p> <p>Validate the service delivery model is being followed and continuously improved.</p> <p>Review the nature and progress of the relationship between the Parties and other stakeholders and alignment with the Authority's strategy and any long-term plans.</p> <p>Review the provision of the Services at a macro level.</p> <p>Review issues escalated by the Commercial and Contract Management Review Board and Operational Performance Board.</p> <p>Review the performance of the Commercial and Contract Management Review Board and Operational Performance Board.</p> |
| Inputs                                   | Performance and financial reports.  |

| Strategic Board     |   |
|---------------------|---|
|                     | <p>Summary data from other meetings.</p> <p>Escalation of issues unresolved from other meetings.</p>  |
| Outputs             | Key decisions made at a strategic level.  |
| Pre-Meeting Reports | <p>Strategic Board report to include:</p> <p><b>Executive Summary</b> – Highlighting key insights, thoughts for consideration and recommended actions.</p> <p><b>Performance overview</b> – A macro level view of Supplier's performance in relation to the Contract.</p> <p><b>Key accomplishments</b> – A list of key accomplishments that the Supplier and the Authority have delivered jointly during the past 6 Months.</p> <p><b>Benefits realisation</b> – A list of financial and operational benefits delivered to the Authority.</p> <p><b>Change</b> – to review any planned Contract Changes.</p> <p><b>Governance performance</b> - A list of any issues associated with the governance framework that requires senior management involvement.</p> |

| Commercial and Contract Management Review Board |   |
|---|---|
| Authority Board Lead & Chair of the Board       | Senior Commercial and Contract Manager.   |
| Other Authority Board Members                   | <p>Senior Business Owner.</p> <p>Head of the Contracted Services &amp; Performance team.</p> <p>Other members of the Contracted Services &amp; Performance team (as appropriate).</p> <p>Other member of Commercial and Contract Management (as appropriate).</p> |
| Supplier Board Lead                             | Global Sales Director.  |
| Other Supplier Board Members                    | Senior members of the Account Management Team.  |
| Frequency                                       | Monthly.  |
| Purpose   | To review the contractual commitments and obligations of Supplier to the Authority are being delivered (including those in respect of the Service and financials).  |
| Standing Agenda                                 | <p>Review of Pre-Meeting Report and action points arising.</p> <p>Review the Supplier's performance based on previous Month against KPIs</p>  |

| <b>Commercial and Contract Management Review Board</b> |   |
|--|---|
|  | <p>and Commissioning Bodies' feedback.</p> <p>Review the reasons for the award of any Service Credits.</p> <p>Review and make decisions based on the outcome of contract management reviews (problems, root cause analysis, etc.).</p> <p>Review Commissioning Bodies' use of the Services to ensure maximum operational effectiveness and value for money.</p> <p>Review management of any Sub-contractor performance issues.</p> <p>Review financial model information and any proposed changes to the model. Also review and discuss variances to the model.</p> <p>Review demand levels to ensure service capacity at all times.</p> <p>Review Contract to ensure it meets any evolving business needs based on any service discussions and any administrative procedures keeping the Contract up to date are being managed.</p> <p>Review of any planned Contract Changes.</p> <p>Review any issues that need escalation to the Strategic Board.</p> |
| Inputs   | <p>All performance reports.</p> <p>Finance Management Information</p>   |
| Outputs  | <p>Remedial actions for improving Supplier performance under the Contract.</p>  |
| Pre-Meeting Reports                                    | <p>Commercial and Contract Management Review Board Report to include:</p> <p><b>Performance reporting</b> – A dashboard of the Supplier's performances against KPIs, broken down by category of spend.</p> <p><b>Risks and Issue management</b> – A table outlining any issues that have been raised by Commissioning Bodies.</p> <p><b>Service credit management</b> – A financial breakdown of the Service Credits to be issued by the Supplier to the Authority for non-compliance with KPIs.</p> <p><b>Spend breakdown</b> – Analysis of the costs incurred as a result of the provision of the Services broken down by each Commissioning Body.</p> <p><b>Continual improvement tracking</b> – An analysis on continuous improvement / value enhancing initiative.</p>   |

| <b>Operational Performance Board – All Commissioning Bodies</b> |   |
|---|---|
| Authority Board Lead  | Head of the Contracted Services & Performance team or Head of |

| <b>Operational Performance Board – All Commissioning Bodies</b> |   |
|---|---|
| & Chair of the Board  | Operational Contract Management for each Commissioning Body.  |
| Other Authority Board Members                                   | Commercial and Contract Management.   |
| Supplier Board Lead   | Global Sales Director.  |
| Other Supplier Board Members                                    | The Account Management Team as appropriate.   |
| Frequency   | Monthly.  |
| Purpose   | To review the performance of the Services from an operational perspective.  |
| Standing Agenda   | <p>Review of Pre-Meeting Report and action points arising.</p> <p>Review the provision of the Services to ensure that they are being supplied in accordance with the Contract.</p> <p>Review the operational dashboards.</p> <p>Review opportunities to improve the Services so to make more efficient and effective, resilient and reliable.</p> <p>Review the performance of the Supplier against the KPIs and Commissioning Bodies' feedback.</p> <p>Review the Supplier's performance also against criteria such as Good Industry Practice, proactive, guiding, leading.</p> <p>Discuss and agree a procedure to deal with any external factors impacting the Services in any material respect.</p> <p>Monitor any key risks and/or issues in relation to the Services.</p> <p>Review and attempt to resolve any issue the Authority may have in relation to the Services.</p> <p>Review and attempt to resolve any operational issues in relation to the Services escalated by the other Commissioning Bodies.</p> <p>Review any issues that need escalation to the Strategic Board.</p> |
| Inputs  | Pre-Meeting Reports.  |
| Outputs   | Key decisions around operational performance, items that need to be escalated.  |
| Pre-Meeting Reports   | <p>Operational Performance Board Report to include:</p> <p>A report on performance against KPIs.</p> <p>Issues that cannot be resolved between the Account Managers and the Commissioning Bodies.</p>   |

| <b>Operational Performance Board – All Commissioning Bodies</b> |   |
|---|---|
|   | <p>Any underlying themes which are affecting the performance of the Services.</p> <p>Operational dashboard for review based on KPIs and Authority metrics across Commissioning Bodies.</p> <p>Proposals for innovation.</p> |

| <b>Quality Assurance Board</b>           |   |
|--|---|
| Authority Board Lead & Chair of Board    | Senior Responsible Officer or Head of the Contracted Services & Performance team.   |
| Other Authority Board Members            | Other members of the Contracted Services & Performance team (as appropriate).<br><br>Commercial and Contract Management.  |
| Supplier Board Lead                      | Account Director  |
| Other Supplier Board Members             | Senior members of the Account Management Team.  |
| Quality Assurance Supplier Board Lead    | Account Director for Quality Assurance Supplier.  |
| Quality Assurance Supplier Board Members | Appropriate Personnel of Quality Assurance Supplier.  |
| Frequency                                | Monthly for the first six (6) Months of the Contract Period and quarterly thereafter.   |
| Purpose                                  | Provides a forum for discussions between the Authority, the Supplier and the Quality Assurance Supplier.  |
| Standing Agenda                          | <p>Review of Pre-Meeting Report and action points arising.</p> <p>Review the development and attendance of the Trainee Scheme to ensure it meets any evolving business needs.</p> <p>Review and make decisions based on the outcome of any Mystery Shopper Assessments and Spot Check Assessments.</p> <p>Review Commissioning Bodies' use of the Quality Assurance Services to ensure maximum operational effectiveness.</p> |

| Quality Assurance Board |  |
|-------------------------|--|
|                         | <p>Review supply and demand for Bookings.</p> <p>Review management of any performance issues with particular languages.</p> <p>Review of any planned Contract Changes which would have an impact on the Supplier, Quality Assurance Supplier and/or Commissioning Bodies.</p> <p>Review any issues that need escalation.</p>   |
| Inputs                  | <p>Data relating to Mystery Shopper Assessments and Spot Check Assessments.</p> <p>Information relating to the Trainee Scheme.</p> <p>Supply and demand from Bookings.</p> <p>Summary data from other meetings.</p> <p>Escalation of issues unresolved from other meetings.</p>  |
| Outputs                 | <p>Key decisions made at a strategic level.</p>  |
| Pre-Meeting Reports     | <p>Quality Assurance Board report to include:</p> <p><b>Executive Summary</b> – Highlighting key insights, thoughts for consideration and recommended actions.</p> <p><b>Trainee Scheme overview</b> – A macro level view of the Trainee Scheme in relation to the Contract.</p> <p><b>Assessment Overview</b> – a macro level view of the Mystery Shopper Assessments and Spot Check Assessments for the period.</p> <p><b>Key accomplishments</b> – A list of key accomplishments that the Supplier and the Authority have delivered jointly during the past six (6) Months.</p> <p><b>Benefits realisation</b> – Benefits of the relationship between the Supplier and the Quality Assurance Supplier.</p> <p><b>Change</b> – to review any planned Contract Changes.</p> <p><b>Governance performance</b> - A list of any issues associated with the governance framework that requires senior management involvement.</p> |



## **SCHEDULE 9**

### **Reports, Records and Management Information**

#### **1. INTRODUCTION**

- 1.1 The objective of this Schedule 9 is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 1.2 This Schedule 9 is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Contract or otherwise requested from time to time.

#### **2. MANAGEMENT INFORMATION**

- 2.1 The Supplier shall provide to the Authority the Management Information in accordance with the timescales agreed during Transition, and otherwise promptly, and in any event of two (2) Working Days, of request.
- 2.2 The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided through the Transition Period and thereafter by giving the Supplier one (1) Months' written notice. Such changes may be made at the Authority's discretion and without the need to go through the Change Control Procedure. The Supplier shall affect such changes (including any necessary changes to the reporting fields set out in the Portal) at no cost to the Authority or any other Commissioning Body.

#### **3. REPORTS**

- 3.1 The Supplier shall prepare and issue reports in accordance with the frequency and distribution list as set out in Annex 2 to this Schedule 9. The Parties shall agree in writing the format of the reports and any detail specifically required (other than that already set out in the Contract), such agreement not to be unreasonably withheld or delayed.
- 3.2 In addition to Paragraph 3.1, the Supplier shall promptly, and in any event within two (2) Working Days of request (and in the case of Paragraph 3.2.1, immediately upon becoming aware), provide to the Authority reports which set out:
  - 3.2.1 areas of concern relating to the provision of the Services and of matters that may become of ministerial interest and/or may have media interest (whether relating to the Authority and/or any other Commissioning Body). This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and
  - 3.2.2 information to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General, andin preparing such reports, the Supplier shall include such information as the Authority may reasonably request.
- 3.3 The Parties may agree to incorporate a number of reports into a single report (such agreement not to be unreasonably withheld or delayed).
- 3.4 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in Annex 2 to this Schedule 9 and/or produce reports other than those referred to in this Contract and the Supplier shall provide such reports to the Authority, at its cost, in the timeframe requested by the Authority. The Authority agrees to act reasonably when making requests under this Paragraph 3.4.

#### **4. RECORDS**

- 4.1 The Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services (whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Contract, the Services provided and the charges paid by the Commissioning Bodies under this Contract (including those set out in Annex 3 to this Schedule 9 and otherwise required to be kept under this Contract) in accordance with the applicable Retention Period.
- 4.2 The Supplier shall keep the records and accounts it maintains under this Contract in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 4.3 The Supplier shall comply with the Authority's reasonable instructions in respect of the retention of records and accounts under this Contract including that set out in Annex 4 and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such changes at no additional cost to the Authority or any other Commissioning Body.
- 4.4 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 4.5 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Commissioning Body to whom the information or records belong.
- 4.6 The Supplier agrees the Authority may, at its discretion, amend the Retention Periods from time to time upon written notice to the Supplier and without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no additional cost to the Authority or any other Commissioning Body.

#### **5. ACCESS**

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

## ANNEX 1

### PERFORMANCE MANAGEMENT INFORMATION

| Title   | Information required   |
|---|--|
| <b>Definitions</b>  | Definitions of KPI Measures and data in Management Information   |
| <b>Summary</b>  | Fulfilment % by Commissioning Body, Complaints By Commissioning Body, Overall Venue & Language Performance |
| <b>Venues &amp; Languages</b>   | Fulfilment by Venue, Fulfilment by Language  |
| <b>Management Information to be provided for the Agreement/Authority:</b><br><br><b>By Commission Body, both nationally and by region and jurisdictions relevant to each Commissioning Body:</b><br><br><b>Per urgency type, security, complexity:</b><br><br><b>By Service type i.e. Face to Face, Remote, Telephone</b> | Total number of Bookings   |
|   | Total Fulfilment rate - %  |
|   | Total number of filled Bookings  |
|   | Total number of Non-Fulfilled Bookings   |
|   | Booked Start Time of Bookings  |
|   | Actual Start Time of Bookings  |
|   | Total number of cancelled Bookings   |
|   | Total number of Booking cancelled by the Authority   |
|   | Total number of Booking where the Language Professional did not attend.                                    |
|   | Number and value of Cancellation and Curtailment Cancellation Fees paid.                                   |
|   | Reasons for Non-Fulfilment   |
|   | Management Information on Languages requested  |
|   | Attendance information of Language Professionals for Face to Face, Remote and Telephone:                   |
|   | Total minutes for all Bookings   |
|   | Total minutes late   |
|   | Number of Bookings fulfilled with a Language Professional at a lower Security Level than requested         |
|   | Number of Bookings fulfilled with a Language Professional at a lower Qualification Level than requested    |
|   | Number of headsets requested   |
| Number of non-functional headsets provided.   |  |
| No of hours and % of unplanned Portal downtime  |  |

|  |  |
|--|--|
|  | No of hours and % of unplanned Website downtime  |
|  | Number of calls to the helpdesk  |
|  | Speed of answering calls   |
|  | Number of calls abandoned  |
|  | Helpdesk usage - the reason for the call (advice, support ordering, invoicing, performance issues) |
|  | Total number of complaints   |
|  | Number of complaints per reason  |
|  | Number of reports required   |
|  | Number of reports delivered with the time period   |
|  | Total number of data requests  |
|  | Hours later for data requests  |
|  | Number of Language Professionals requiring a development plan following an In Person Assessment    |

## FINANCE MANAGEMENT INFORMATION

| Data Requested   | Description of data where necessary  |
|--|--|
| Invoice No   | The unique invoice number  |
| Booking Ref  | The unique reference number of the Booking   |
| Venue Ref No.  | The unique reference number of the Commissioning Body Premises or Location where the Booking is being delivered. |
| Commissioning Body    Service Type                           | Face to Face Interpretation, Remote Interpretation or Telephone Interpretation                                   |
| Number of hours  | Number of hours worked by the Language Professional  |
| Base Unit Price  | As per Schedule 7  |
| Adjustment Factor Price                                      | As per Schedule 7  |
| Urgency Adjustment Factor Price                              | As per Schedule 7  |
| Security Factor Price  | As per Schedule 7  |
| Complexity Adjustment Factor Price                           | As per Schedule 7  |
| Other Charges    Service Credits (SC)                        | As per Schedule 7  |
| Service Credits for Non-Fulfilment (LN)                      | As per Schedule 7  |
| Service Credits for Service Failures (LP)                    | As per Schedule 7  |
| Service Payment  | As per Schedule 7  |
| VAT  |  |
| Reporting Region   | The geographical regions relevant to each Commissioning Body including those in Annex of the Specification.      |
| Commissioning Body Ref Number# (Case Number#/Appeal Number#) | The unique reference number used by the Commissioning Bodies to identify the case or appeal                      |
| Hearing Type   | The type of case or hearing for which the Booking has been made for example Crime, Tribunal, Family.             |
| From Language  |  |
| To Language  |  |

|                                  |  |
|----------------------------------|--|
| Actual Start Date                |  |
| Actual End Date                  |  |
| Requester Name                   | The number of the person who has made the Booking                            |
| Non-English Speaker Name         | The number of the person receiving the services of the Language Professional |
| Account Structure Operation Unit | Finance accounting data provided by the Authority.                           |
| Account Structure BER            | Finance accounting data provided by the Authority.                           |
| Account Structure NAC            | Finance accounting data, provided by the Authority.                          |
| Venue Address                    |  |
| Venue Town                       |  |
| Venue County                     |  |
| Venue Postcode                   |  |

## ANNEX 2

### REPORTS

| <b>Report Name</b>                                       | <b>Responsible Supplier Personnel</b> | <b>Frequency and Date of Report</b>                     | <b>The Authority Distribution List</b> |
|--|---------------------------------------|---|--|
| Strategic Board Report                                   | Supplier Board Lead                   | Quarterly - 10 Working Days before the relevant meeting | Authority Board Lead                   |
| Operational Performance Board Report                     | Supplier Board Lead                   | Monthly - 10 Working Days before the relevant meeting   | Authority Board Lead                   |
| Commercial and Contract Management Board Report          | Supplier Board Lead                   | Monthly - 10 Working Days before the relevant meeting   | Authority Board Lead                   |
| Continuous Improvement Reports for each Governance Board | Supplier Board Lead                   | Monthly - 10 Working Days before the relevant meeting   | Authority Board Lead                   |

### ANNEX 3

### RECORDS

| Record                                  | Description   |
|---|---|
| <b>Agreement</b>                        | <p>This Contract and all amendments to it.</p> <p>All other documents which this Contract expressly requires to be prepared.</p> <p>Notices, reports and other documentation submitted in accordance with this Contract.</p>  |
| <b>Supplier's Personnel</b>             | <p>Save in respect of Language Professionals, a list of all job titles, job descriptions and responsibilities assigned to the Personnel (including Personnel of any Sub-contractor), including whether such Personnel are engaged on a full-time or part-time basis.</p> <p>Information that will enable the Authority, or such Other Supplier on its behalf, to accurately maintain the Register.</p>  |
| <b>Supplier's Key Personnel</b>         | Records relating to the appointment and succession of the Key Personnel.  |
| <b>Sub-contracts</b>                    | A list of all Sub-contracts it has entered into in respect of this Contract, including details as to the rights to terminate, assign (including whether the Sub-contract may be freely assigned to the Authority) and novate the Sub-contract, potentially price-affecting terms and any other information reasonably required to understand the nature, scope and purpose of such Sub-contracts and any potential risks to business continuity.  |
| <b>Assets and Intellectual Property</b> | <p>A register which shall detail all Supplier Assets (including Intellectual Property Rights) used or created by the Supplier and/or its Personnel during the provision of the Services and:</p> <ul style="list-style-type: none"> <li>(a) where the item or rights referred to belong or are subject to the rights of a third party then:</li> <li>(b) the identity of such third party;</li> <li>(c) details of the third party's rights; <ul style="list-style-type: none"> <li>(i) details of the terms upon which the item or right has been made available to the Supplier (a copy of which may be disclosed to the Authority upon request); and</li> <li>(ii) any other information with the Authority should be made aware of in respect of such rights.</li> </ul> </li> <li>(d) and where the Supplier Asset is or comprises software, whether: <ul style="list-style-type: none"> <li>(i) it is commercially available (from the Supplier or a</li> </ul> </li> </ul> |

|   |   |
|---|---|
|   | <p>third party);</p> <p>(ii) not commercially available, but developed by the Supplier or a third party specifically for use in the Services; or</p> <p>(iii) not commercially available and not developed by the Supplier or a third party specifically for use in the Services.</p> <p>An inventory of all Commissioning Body Materials and Deliverables that are in the Supplier's possession and/or under its control (or that of its Personnel).</p> |
| <b>Premises</b>                               | <p>A list of Supplier's Premises used in the delivery of the Services and the premises of its Sub-contractors who perform Services on behalf of the Supplier, including:</p> <p>(a) the address of the premises;</p> <p>(b) a brief description of the location;</p> <p>(c) the nature of the premises used in connection with the Services;</p> <p>(d) the Services carried out at the location; and</p> <p>(e) the hours of operation.</p>              |
| <b>Processes</b>                              | <p>Details of all processes and procedures (manually and electronically managed) used in connection with the performance and delivery of the Services</p> <p>Details of the data structures in which the Commissioning Body Data is stored and processed.</p>   |
| <b>Performance</b>                            | <p>All performance statistics and details of any performance issues and complaints relating to the Services.</p>  |
| <b>Operational Service Manuals</b>            | <p>All operational manuals prepared by the Supplier for the purpose of the provision of the Services.</p>   |
| <b>Training</b>                               | <p>Details of all training materials used in connection with the performance and delivery of the Services.</p>  |
| <b>Certification</b>                          | <p>All certificates, licences, registrations and warranties in each case obtained by the Supplier in relation to the provision of the Services.</p>   |
| <b>Change Control Procedure Documentation</b> | <p>Documents submitted by the Supplier pursuant to the Change Control Procedure.</p> <p>Evidence of all Contract Changes approved in accordance with the Change Control Procedure.</p>  |
| <b>Dispute Resolution</b>                     | <p>Documents submitted by the Supplier following invocation of the Dispute Resolution Procedure by either Party.</p>  |

|                          |   |
|--------------------------|---|
| <b>Disposal Records</b>  | Documents that record the secure disposal of Commissioning Body Assets, Commissioning Body Materials and Deliverables, whether such disposal is effected by the Supplier or its Personnel.  |
| <b>Change of Control</b> | Documents evidencing any change in ownership or control of the Supplier.  |
| <b>Financial Records</b> | The Open Book Data.<br><br>Documents prepared by the Supplier in support of claims for Service Payment, including all invoices raised.<br><br>Supplier and its Sub-contractors invoices and records related to applicable taxes.  |
| <b>Legal</b>             | Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.<br><br>A list of any on-going and/or threatened disputes in relation to the Services (whether in respect of the Supplier or its Personnel) |
| <b>Security</b>          | All records concerning security incidents.  |
| <b>Risk</b>              | A register setting out all risk arising in connection of the Services.  |
| <b>Force Majeure</b>     | Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.  |

## ANNEX 4

### RETENTION

| Description   | Length of time to be retained   |
|---|---|
| All data relating to completed and uncompleted Bookings made through the Portal. To include any amendments or cancellations made to the original Booking and details of Language Professionals used including the use of part qualified Language Professionals.   | 2 years after the termination or expiry of Contract (whichever is earlier).     |
| All Bookings made for part qualified Language Professionals who are working towards the appropriate qualification.  | 2 years after the termination or expiry of the Contract (whichever is earlier). |
| All data relating to completed and uncompleted Bookings made through the telephone booking service helpdesk. To include any amendments or cancellations made to the original Bookings and details of Language Professionals used.   | 2 years after the termination or expiry of Contract (whichever is earlier).     |
| Any video and telephone interpretation recordings as requested by the Authority or other Commissioning Bodies.  | 6 months after the return of the product to the Commissioning Body.             |
| All complaints made in relation to the quality or standard of interpretation relating to Bookings, and any poor performance issues regarding a Language Professional. To include the escalation within its own organisation, engagement with the Quality Assurance Supplier, responses provided, resolution, action taken and timescales taken for responding and resolving complaints. | 6 months after the termination or expiry of Contract (whichever is earlier).    |
| Written confirmation forms from all Language Professionals that they consent to their details and associated data is to be shared with the Commissioning Bodies and Quality Assurance Supplier.   | 1 year after termination or expiry of Contract (whichever is earlier).          |
| Confirmation of the Onboarding Process together with verification forms as evidence that checks have been completed to the required standard by all Language Professionals. To include explanations if requirements were not met.   | 1 year after termination or expiry of Contract (whichever is earlier).          |
| Financial records and reports, including but not limited to Language Professionals' timesheets and all records  | 7 years from the date of the transaction  |

|   |  |
|---|--|
| of payments/credits and how these calculations were arrived at. |  |
| Records of disposal of records                                  | 2 years after the termination or expiry of Contract (whichever is earlier).      |
| Management Information outputs and reports                      | 3 months after the termination or expiry of the Contract (whichever is earlier). |
| Archived data   | In line with retention schedule as if data had not been archived.                |

## **SCHEDULE 10**

### **Change Control Procedure**

#### **1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE**

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

#### **2. COSTS**

- 2.1 Subject to Paragraph 2.2
  - 2.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
  - 2.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Supplier.

2.2 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

### 3. CHANGE REQUEST

3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Schedule 10 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

3.2 The Supplier shall prepare and provide to the Authority an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issue of the Change Request.

### 4. IMPACT ASSESSMENT

4.1 Each Impact Assessment shall be completed accurately and comprehensively and shall include:

4.1.1 details of the proposed Contract Change including the reason for the Contract Change;

4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract;

4.1.3 any variation to the terms of this Contract that will be required as a result of that impact;

4.1.4 details of the cost of implementing the proposed Contract Change;

4.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Service Payment, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

4.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;

4.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Law; and

4.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.

4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause **Error! Reference source not found.**

4.3 Subject to the provisions of Paragraph 4.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 5 within fifteen (15) Working Days of receiving the Impact Assessment.

4.4 If upon receipt of the Impact Assessment, the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 4.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

4.5 Subject to Paragraph 5 and Clause **Error! Reference source not found.**, the Supplier shall only be entitled to increase the Service Payment if it can demonstrate in the Impact Assessment to the Authority's satisfaction that the proposed Contract Change requires additional resource and, in such event any change to the Service Payment resulting from a Contract Change (whether the change will cause an increase or decrease in the Service Payment) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services. The calculation of costs for the purpose of Paragraphs 4.1.4 and 4.1.5 shall:

- 4.5.1 be based on the Open Book Data;
- 4.5.2 include estimated volumes of each type of resource to be employed;
- 4.5.3 include full disclosure of any assumptions underlying such Impact Assessment; and
- 4.5.4 include details of any new Sub-contracts necessary to accomplish the Change.

## **5. AUTHORITY'S RIGHT OF APPROVAL**

5.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 4.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- 5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2;
- 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
- 5.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 4.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.

5.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 5.1 and it has not been rejected by the Supplier in accordance with Paragraph 6, then the Authority shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one (1) copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.

5.3 If the Authority does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

## **6. SUPPLIER'S RIGHT OF APPROVAL**

6.1 Following an Impact Assessment, if:

- 6.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

- (a) materially and adversely affect the risks to the health and safety of any person; and/or
- (b) require the Services to be performed in a way that infringes any Law; and/or

6.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change;

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

## **7. FAST-TRACK CHANGES**

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

7.2 If:

7.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any twelve (12) Month period; and

7.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period does not exceed £10,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 3, 4, 5 and 6 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

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

**ANNEX 1**

**Change Request**

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

**ANNEX 2**

**Change Authorisation Note**

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

## SCHEDULE 11

### Insurances

#### 1. INTERPRETATION

- 1.1 In this Schedule 11 each obligation on the Supplier to do or not to do an act shall include the obligation on the Supplier to procure that each Language Professional and Sub-contractor shall do or not do such act (as appropriate) except that the Language Professionals will not have to comply with this Schedule 11 where the Insurances effected by the Supplier extend cover to said Language Professionals.

#### 2. OBLIGATION TO MAINTAIN INSURANCES

- 2.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations for the periods specified in this Schedule 11 the Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Schedule 11 and any other insurances as may be required by applicable law (together the **Insurances**). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 2.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 2.3 The Insurances shall be taken out and maintained with insurers who are:
- 2.3.1 of good financial standing;
  - 2.3.2 appropriately regulated; and
  - 2.3.3 of good repute in the international insurance market.
- 2.4 The Supplier shall provide to the Authority on or before the Commencement Date and thereafter within ten (10) Working Days of written request from the Authority evidence of the Insurances in a form satisfactory to the Authority.
- 2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Commissioning Bodies shall be indemnified in respect of claims made against the relevant Commissioning Body in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier or any of the Supplier's Affiliate is legally liable.

#### 3. GENERAL OBLIGATIONS

- 3.1 Without limiting the other provisions of this Contract, the Supplier shall:
- 3.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

#### **4. FAILURE TO INSURE**

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

#### **5. EVIDENCE OF INSURANCES**

- 5.1 The Supplier shall on or before the Commencement Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

#### **6. AGGREGATE LIMIT OF INDEMNITY**

- 6.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 6.1.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:
- (a) details of the policy concerned; and
  - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Supplier shall:
- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
  - (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

#### **7. CANCELLATION**

- 7.1 Subject to Paragraph 7.2, the Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 7.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

## **8. INSURANCE CLAIMS**

- 8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 8.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of £10,000 (ten thousand pounds) relating to or arising out of the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## ANNEX 1

### REQUIRED INSURANCES

#### PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

##### 1. INSURED AND LIMIT OF INDEMNITY

- 1.1 The Supplier to maintain cover with a limit of indemnity no less than £10,000,000 (ten million pounds) in respect of any one occurrence with the number of occurrences being unlimited in any annual policy period and in the annual aggregate in respect of products and pollution liability.
- 1.2 Except where the Supplier has effected Third Party Public and Products Liability Insurance which extends to Language Professionals, the Supplier to ensure that each and every Language Professional maintains cover with a limit of indemnity no less than £1,000,000 (one million pounds) in respect of any one occurrence with the number of occurrences being unlimited in any annual policy period and in the annual aggregate in respect of products and pollution liability.

##### 2. INTEREST

- 2.1 To indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 4) and arising out of or in connection with the provision of the Services and in connection with this Contract.

##### 3. TERRITORIAL LIMITS

- 3.1 United Kingdom

##### 4. PERIOD OF INSURANCE

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

##### 5. COVER FEATURES AND EXTENSIONS

- 5.1 Indemnity to principals clause.

##### 6. PRINCIPAL EXCLUSIONS

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

- 6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**7. MAXIMUM DEDUCTIBLE THRESHOLD**

- 7.1 Not to exceed £500 (five hundred pounds) for each and every third party property damage claim (personal injury claims to be paid in full).

**PART B: PROFESSIONAL INDEMNITY INSURANCE**

**8. INSURED AND LIMIT OF INDEMNITY**

- 8.1 The Supplier to maintain cover with a limit of no less than £5,000,000 (five million pounds) in respect of any one claim and in the aggregate per annum.
- 8.2 Except where the Supplier has effected Professional Indemnity Insurance which extends to Language Professionals, the Supplier to procure that each and every Language Professional maintains cover with a limit of indemnity no less than £1,000,000 (one million pounds) in respect of any one claim and in the aggregate per annum.

**9. INTEREST**

- 9.1 To indemnify the insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 11) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

**10. TERRITORIAL LIMITS**

- 10.1 United Kingdom

**11. PERIOD OF INSURANCE**

From the date of this Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Contract Period or until earlier termination of this Contract and (b) for a period of six (6) years thereafter.

**12. COVER FEATURES AND EXTENSIONS**

Retroactive cover to apply to any claims made policy wording in respect of this Contract or retroactive date to be no later than the Commencement Date.

- 12.1 Loss of documents.
- 12.2 Defamation.

**13. PRINCIPAL EXCLUSIONS**

- 13.1 War and related perils.
- 13.2 Nuclear and radioactive risks.

**14. MAXIMUM DEDUCTIBLE THRESHOLD**

14.1 Not to exceed £10,000 (ten thousand pounds) for each and every claim.

**PART C: UNITED KINGDOM COMPULSORY INSURANCES**

**15. UNITED KINGDOM COMPULSORY INSURANCES**

The Supplier shall meet its insurance obligations under applicable law in full, including, UK employers' liability insurance and motor third party liability.

## SCHEDULE 12

### Payments due on Termination

#### 1. TERMINATION PAYMENT

- 1.1 The Termination Payment payable pursuant to Clause **Error! Reference source not found.** shall be an amount equal to Redundancy Costs and the Contract Breakage Costs as at the date of termination of this Contract.
- 1.2 The Supplier may recover through the Termination Payment only those costs incurred by the Supplier directly as a result of the termination of this Contract which:
- (a) would not have been incurred had this Contract continued until expiry of the Initial Contract Period, or in the event that the Contract Period has been extended, the expiry of the extension period;
  - (b) are unavoidable, proven, reasonable, and not capable of recovery;
  - (c) are incurred under arrangements or agreements that are directly associated with this Contract;
  - (d) are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and
  - (e) relate directly to the termination of the Services.
- 1.3 The Termination Payment shall not exceed the relevant limit set out in Annex 1.
- 1.4 The Authority shall not be liable under this Schedule for any costs associated with Supplier's Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.
- 1.5 The Supplier shall be entitled to Contract Breakage Costs only in respect of its Sub-contracts and Lease which:
- (a) are not assigned or novated to a Replacement Supplier at the request of the Authority; and
  - (b) the Supplier can demonstrate:
    - (i) are surplus to the Supplier's requirements after the termination of this Contract, whether in relation to use internally within its business or in providing services to any of its other customers; and
    - (ii) have been entered into by it in the ordinary course of business.
- 1.6 Except in the case of the Lease and otherwise with the prior written agreement of the Authority, the Authority shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier Premises which may arise as a consequence of the termination of this Contract.

#### 2. MITIGATION OF TERMINATION PAYMENT

- 2.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate the Termination Payment by:

- (a) the appropriation of Supplier Assets, employees and resources for other purposes;
- (b) by seeking to negotiate termination of any Sub-contracts with the Sub-contractor and Lease with its landlord (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges
- (c) at the Authority's request, assigning the Lease and any Sub-contracts to the Authority or a third party acting on behalf of the Authority; and
- (d) where the Lease or any Sub-contracts are not assigned to the Authority or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

2.2 If Supplier Assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Termination Costs payable by the Authority or a third party to the Supplier. In the event of any dispute arising over whether the Supplier can use any Supplier Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the dispute shall be referred to the Dispute Resolution Procedure.

### **3. FULL AND FINAL SETTLEMENT**

3.1 Any Termination Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause **Error! Reference source not found.**, and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

### **4. INVOICING FOR THE PAYMENTS ON TERMINATION**

4.1 All sums due under this Schedule shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Schedule 7.

### **5. SET OFF**

5.1 The Authority shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Schedule.

**ANNEX 1**

**Maximum Payments on Termination**

The table below sets out the maximum amount of the Termination Payment that the Authority shall be liable to pay to the Supplier pursuant to this Contract:

| <b>Termination Date</b>  | <b>Maximum Termination Payment</b> |
|--|------------------------------------|
| Any time from the Commencement Date to the last day in the first Contract Year | REDACTED                           |
| Any time in the Contract Year 2  | REDACTED                           |
| Any time in Contract Year 3  | REDACTED                           |
| Any time in Contract Year 4  | REDACTED                           |
| Any time in Contract Year 5 (if extension agreed)                              | REDACTED                           |
| Any time in Contract Year 6 (if extension agreed)                              | REDACTED                           |
| Any time in Contract Year 7 (if extension agreed)                              | REDACTED                           |

## **SCHEDULE 13**

### **Exit**

#### **1. INTRODUCTION**

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

#### **2. EXIT RESOURCING**

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

#### **3. CHARGES FOR EXIT SERVICES**

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

#### **4. EXIT GOVERNANCE**

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

- 4.3.2 shall meet within one (1) week of the Exit Period and Monthly thereafter during the Exit Period at dates and times to be agreed between the Parties;
- 4.3.3 shall:
- (a) monitor and oversee the Exit Services;
  - (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Exit Working Group;
  - (c) consider requests by the Supplier to amend the Exit Plan(s) (whether in draft or in final form) and refer such requests to the Authority for Approval; and
  - (d) have reported to it by the Supplier achievement of the Exit Milestones.
- 4.4 The Exit Working Group:
- 4.4.1 shall be attended by:
- (a) each Party's Exit Manager and appropriate members of the Exit Team;
  - (b) a representatives from each Commissioning Body; and
  - (c) a representative of any Replacement Supplier(s).
- 4.4.2 shall meet within one (1) week of the commencement of the Exit Period and weekly thereafter during the Exit Period at dates and times to be agreed by the Authority;
- 4.4.3 shall review:
- (a) progress against the Exit Plan and Exit Milestones;
  - (b) consider risks and issues notified to it by either Party; and
  - (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate such matters to the Transition Management Board.

## **5. DRAFT EXIT PLAN**

- 5.1 The Supplier shall, within the first six (6) Months of the Commencement Date, prepare a detailed draft Exit Plan in respect of the transfer of the Services to the Commissioning Bodies and/or Replacement Supplier(s) for Approval by the Authority (such Approval not to be unreasonably withheld or delayed).
- 5.2 The draft Exit Plan shall include as a minimum:
- 5.2.1 an outline timetable to ensure the orderly transfer of the Services, including anticipated Exit Milestones;
  - 5.2.2 a description of the anticipated Exit Services the Supplier shall provide to ensure the orderly transfer of the Services to the Commissioning Bodies and/or Replacement Supplier(s), including details of the processes, documentation, data transfer, systems migration and security related issues in respect of and arising as a result of the transfer;
  - 5.2.3 in addition to that which is set out in Paragraph 5, a list of the types of information the Supplier shall provide during the Exit Period with an indicative timetable of when such information will be provided; and

- 5.2.4 details of which of the Supplier's Personnel will or may transfer to any of the Commissioning Bodies and/or any Replacement Supplier(s), including an indicative timetable for the provision of information relating to Supplier's Personnel engaged in providing the Services.
- 5.3 As soon as reasonably practicable after the Supplier submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed by the Parties) within five (5) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 5.4 If the Authority does not approve the draft Exit Plan, the Supplier shall amend the draft Exit Plan to take account of any reasonable suggestions made by the Authority and, subject to Paragraph 5.5, this Paragraph 5.4 together with Paragraph 5.3 shall be repeated until the Parties agree to the draft Exit Plan.
- 5.5 The Parties agree that the process set out in Paragraph 5.3 and 5.4 shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be referred to the Dispute Resolution Procedure.
- 5.6 Following Approval of the draft Exit Plan by the Authority, the Supplier shall, throughout the Contract Period, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. Any changes required to the draft Exit Plan prior to the commencement of the Exit Period must be approved by the Change Control Procedure as a Contract Change.

## **6. FINALISATION OF EXIT PLAN**

- 6.1 Within five (5) Working Days following the commencement of the Exit Period (or each Exit Period if this Contract is terminated in part), or such other date the Parties may agree in writing, the Supplier shall deliver to the Authority for Approval a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part thereof) from the Supplier to the Commissioning Bodies and/or the Replacement Supplier(s).
- 6.2 The proposed final draft Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under Paragraph 5, revised so that it reflects the particular requirements of the circumstances of the exit in question, including where only part of the Services are expiring or are being terminated.
- 6.3 The Authority agrees it shall provide, and shall direct the other Commissioning Bodies and any Replacement Supplier(s) to provide, any necessary information that the Supplier may reasonably request in order to enable the Supplier to finalise the Exit Plan.
- 6.4 As soon as reasonably practicable after the Supplier has submitted the proposed final draft Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the final draft Exit Plan.
- 6.5 The Authority shall be entitled to invite other Commissioning Bodies and any Replacement Supplier(s) to join the meeting held in accordance with Paragraph 6.4 and the Supplier agrees it shall actively participate and co-operate with the Commissioning Bodies and any Replacement Supplier(s) during such meeting(s). The Supplier shall promptly amend the proposed final draft Exit Plan to take account of any reasonable suggestions made by the Authority, other Commissioning Bodies and/or any Replacement Supplier(s) and re-submit the proposed final draft Exit Plan to the Authority for Approval within two (2) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 6.6 If the Authority is unable to approve the proposed final draft Exit Plan within ten (10) Working Days of the date on which it was initially submitted to the Authority, the matter shall be referred to

the Dispute Resolution Procedure. Until the agreement of the final draft Exit Plan, the Supplier shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

- 6.7 In addition to those requirements set out in Paragraph 5.2, the final draft Exit Plan (or each final draft Exit Plan in the case the Services are expiring or being terminated in part) shall include:
- 6.7.1 where only part of the Services are being terminated or expiring, a description of those Services;
  - 6.7.2 the anticipated length of the Exit Period (which shall not exceed twelve (12) calendar Months from commencement of the Exit Period);
  - 6.7.3 the timetable for the transfer of the Services (or part thereof), including the Exit Milestones;
  - 6.7.4 details of the Exit Services the Supplier shall provide;
  - 6.7.5 details of the information and documentation to be provided by the Supplier to the Commissioning Bodies and any Replacement Supplier(s) enable the successful transfer of the Services;
  - 6.7.6 the Deliverables arising from and in respect of the Exit Services;
  - 6.7.7 an impact assessment setting out the impact of:
    - (a) the expiry or termination of the part of the Services on any remaining Services; and
    - (b) the Exit Services upon the Services,
  - 6.7.8 details of and roles and responsibilities in respect of Supplier's Personnel that will perform the Exit Services (including those who will act as Key Personnel);
  - 6.7.9 a timetable for the provision by the Supplier of information on any of its Personnel who are in-scope to transfer with Services (or part thereof);
  - 6.7.10 details of any tasks to be performed by the Authority, other Commissioning Bodies, Replacement Supplier(s) and/or any Other Suppliers which are reasonably necessary in order for Supplier to perform its own obligations in respect of the Exit Services;
  - 6.7.11 the arrangements for the provision of reports detailing progress towards completion of all tasks comprising the Exit Services by reference to the Exit Milestones and any other timetables set out in the Exit Plan;
  - 6.7.12 the arrangements for the transfer of the Commissioning Body Materials and Deliverables to each Commissioning Body (as appropriate) and/or (if so directed) the Replacement Supplier(s);
  - 6.7.13 a register of risks which may arise during the provision of the Exit Services and an explanation as to how those risks shall be mitigated;
  - 6.7.14 details as to how the Authority may verify completion of the Exit Services; and
  - 6.7.15 details explaining the process of knowledge transfer to the Commissioning Bodies and any Replacement Supplier(s).

- 6.8 Where the Services subject to the Exit Plan are to be transitioned to Replacement Supplier(s), if the Replacement Supplier(s) are not appointed by the time that the Exit Plan is approved by the Authority, upon the appointment of the Replacement Supplier(s), then the Parties, other necessary Commissioning Bodies and the Replacement Supplier(s) shall promptly meet to review the approved Exit Plan so the Authority may approve in writing any changes that are required to the Exit Plan, having regards to the methods, process and strategy to be used by the Replacement Supplier for the transfer of responsibility of the Services.
- 6.9 Following Approval of the final draft Exit Plan by the Authority, the Supplier shall, throughout the Exit Period, review the approved Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Exit Services and the Commissioning Bodies own plans with regard to the transition of the Services (or part thereof) to the Commissioning Bodies and/or the Replacement Suppliers. Any changes required to the approved Exit Plan must be promptly submitted, via the Exit Project Board, to the Authority for Approval (and not via the Change Control Procedure).

## **INFORMATION**

- 7.1 The Supplier shall promptly, and in any event within two (2) weeks of the Authority's Approval of each Exit Plan, provide to the Authority (in such format as the it may reasonably require) an up-to-date set of the records compiled by the Supplier under this Contract and all other information necessary to enable an orderly, timely and efficient transfer of the Services (or part thereof) to the Commissioning Bodies and/or a Replacement Supplier(s), including those records maintained in accordance with Schedule 9 and a list of current work in progress, which contains:
- 7.1.1 a full and accurate description of the work;
  - 7.1.2 all project records and status reports;
  - 7.1.3 full and accurate details of uncompleted work and Deliverables; and
  - 7.1.4 an accurate estimate of the time to be taken to complete the uncompleted work and Deliverables.
- 7.2 During the Exit Period, the Supplier shall promptly update the Authority and, where so directed, any Replacement Suppliers, on any changes to the information which has been provided to the Authority and/or any Replacement Supplier(s) in accordance with this Paragraph 7.

## **8. EXIT SERVICES**

- 8.1 During the Exit Period, the Supplier shall:
- 8.1.1 provide Exit Services to the Authority in accordance with the approved Exit Plan(s) and this Contract;
  - 8.1.2 continue to provide the Services to the Authority in accordance with this Contract, save to extent the Parties expressly agree otherwise in the approved Exit Plan(s); and
  - 8.1.3 achieve each Exit Milestone by the associated Exit Milestone Date.
- 8.2 Subject to Paragraph 8.1.2, the Supplier shall ensure that the provision of Exit Services will not have any adverse effect on the continuity and quality of any other Services provided by the Supplier during the Exit Period.
- 8.3 The Supplier shall be responsible for the maintenance of all documents relating to the Exit Plan, including:
- 8.3.1 documents which track progress against the Exit Milestones; and

- 8.3.2 a register of risks and issues relating to the Exit Services.
- 8.4 Where the Supplier becomes aware of risk or issue relating to the Exit Services, including an actual or anticipated delay to the completion of an Exit Milestone, it shall immediately notify the Authority in writing.
- 8.5 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 8.4, the Supplier shall provide the Authority with:
- 8.5.1 a plan of action to mitigate any risks or issues identified in accordance with Paragraph 8.4;
- 8.5.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;
- 8.5.3 an indication on whether any change to the Exit Milestones or associated Exit Milestone Dates is required to mitigate the risk or resolve the issue and any details relating to such change; and
- 8.5.4 a recommendation on whether or not escalation is required to the Exit Project Board.
- 8.6 During the Exit Period, the Supplier shall not, without the prior Approval of the Authority embark on any actions in respect of the Services that fall outside the ordinary course of business.
- 8.7 In addition to those Exit Services set out in the approved Exit Plan, the Supplier shall, to the extent applicable to the Services the approved Exit Plan is in respect of:
- 8.7.1 provide to the Commissioning Bodies and Other Suppliers any reasonable assistance requested to allow the Services to continue without interruption following the termination of expiry of this Contract (whether in whole or in part) and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Commissioning Bodies and/or any Replacement Suppliers;
- 8.7.2 provide knowledge transfer to the Commissioning Bodies and the Replacement Supplier(s) as reasonably required relating to the processes and procedures used by the Supplier in performing the Services and, any other information, procedures, methods, tools and systems and knowledge sharing which would enable the Commissioning Bodies and any Replacement Supplier(s) to operate and deliver services similar to the Services, subject to such terms as agreed between the Parties in the approved Exit Plan as to the scope of the knowledge transfer that is to take place, when it is to occur and which Personnel are to be involved;
- 8.7.3 provide clarification on any matter or issue upon which clarification is reasonably requested by the Commissioning Bodies and/or any Replacement Supplier(s) or proposed replacement supplier(s); and
- 8.7.4 allow the Commissioning Bodies and any Replacement Supplier(s)' Personnel to shadow the Supplier's Personnel.
- 8.8 At the end of the Exit Period (or earlier if this does not adversely affect the performance or receipt of the Services and the Exit Services):
- 8.8.1 the Supplier shall and shall procure its Personnel shall:
- (a) promptly return all the Commissioning Body Materials and Confidential Information of the Commissioning Bodies (and all copies thereof) which the Supplier and/or its Personnel have acquired under or as a result of this Contract to the relevant Commissioning Body or (if so directed) to any other third party in the format and media requested;

- (b) deliver the Deliverables (and all copies thereof) to the Authority or (if so directed by the Authority) to any other third party in the format and media requested;
- (c) destroy all information, data and records it is required to retain under this Contract upon the earlier of:
  - (i) the expiry of the applicable Retention Period;
  - (ii) the written request of the Authority,
 and thereafter, certify that it and its Personnel have done so; and
- (d) vacate the Commissioning Bodies' Premises.

8.9 In the event that the approved Exit Plan only relates to partial termination of the Services, the obligations set out in Paragraph 8.8 shall only apply to the extent necessary to ensure the proper and orderly return of each Party's property in respect of those Services then being terminated.

8.10 In satisfying Paragraph 8.8.1, the Supplier shall ensure the integrity and security of the subject matter being returned and shall return such items in the format reasonably requested.

## 9. POST EXIT ASSISTANCE

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

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

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

## 10. SUCCESSION

10.1 Where used in this Paragraph 10, "Information" means any written or oral information which is material in detail or in substance and which describes the nature of any of the Services or the method by which those Services are performed by the Supplier.

10.2 On written notice of the Authority of the fact that the Authority is evaluating its options to terminate the Contract (whether in whole or in part) or, in any event, in readiness of expiry of the Contract including where the Authority proposes to re-tender the Services or any part of the Services (the **Tender Process**), the Supplier shall provide to the Authority such Information and other co-operation regarding the Supplier's provision of the Services (as and when reasonably requested by the Authority) as would be reasonably necessary for the Authority and any other competent third party to:

10.2.1 in respect of the Authority, evaluate its options for termination and any re-procurement of the Services;

10.2.2 prepare an informed, non-qualified offer for those Services; and

10.2.3 not be disadvantaged compared to the Supplier (if the Supplier is invited or eligible to participate in any Tender Process) in respect of access to information regarding the Services and the manner in which such requirements are met at the time of the Tender Process.

10.3 The Supplier shall provide such Information as soon as reasonably possible following a request by the Authority and in any event within five (5) working days of such request.

- 10.4 The Supplier shall provide all reasonable assistance in connection with any due diligence exercises to be carried out by any potential Replacement Supplier(s).
- 10.5 The lists and information to be compiled and/or provided pursuant to this Paragraph 10 may be used by the Authority for its, or any potential Replacement Supplier(s), information and may be disclosed by the Authority to potential Replacement Supplier(s) and other third parties as part of its Tender Process, provided that the Authority agrees, where reasonably necessary, it shall use its reasonable endeavours to procure such third party's agreement in respect of confidentiality).

## SCHEDULE 14

### Information Security

#### Cyber Security & Information Assurance Requirements

##### 1. INTRODUCTION

- 1.1 It is mandatory for the suppliers of IT services to Government departments to demonstrate by the start date of a contract that they meet the technical requirements prescribed by the Cyber Essentials Scheme. This is in order to further reduce the levels of cyber security risks in the suppliers' supply chains. The Cyber Essentials Scheme and its associated assurance framework indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as "Cyber Essentials" and a more advanced level of assurance known as "Cyber Essentials Plus".

##### 2. CYBER ESSENTIALS SCHEME

- 2.1 By the Commencement Date, the Supplier shall demonstrate to the Authority that it has achieved the level of assurance known as Cyber Essentials. The Supplier shall demonstrate this by:

2.1.1 having a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent twelve (12) Months; and/or

2.1.2 demonstrating that it meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed at:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

which shall be evidenced by verification from a technically competent and independent third party (which has taken place within the most recent twelve (12) Months).

- 2.2 The Supplier shall be exempt from complying with the requirements at Paragraphs 2.1.1 and 2.1.2 if it is certified to the ISO27001 standard, the Cyber Essentials requirements have been included in the scope of that certification (and verified as such) and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies.

- 2.3 If the Supplier cannot rely on the exemption at Paragraph 2.2 the Supplier shall, throughout the Contract Period:

2.3.1 renew its Cyber Essentials certificate immediately after the expiration of a period of twelve (12) Months from the date that the same was first issued or last renewed; or

2.3.2 where the Supplier has demonstrated compliance in accordance with Paragraph 2.1.2, it shall immediately after the expiration of a period of twelve (12) Months from any date that such evidence was provided, provide the Authority with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.

- 2.4 The Supplier shall, throughout the Contract Period, ensure that the standard of cyber security, information assurance and security controls across all aspects of the Services are maintained to provide acceptable levels of risk management and risk acceptance so that the Commissioning Bodies can maintain assurance and accreditation as required by HMG guidance.

### 3. CLOUD SECURITY PRINCIPLES

- 3.1 Where any aspect of the Services rely on a cloud hosted system and/or is provided through 'G-Cloud', and/or the HMG Digital Marketplace (<https://www.gov.uk/digital-marketplace>), the Supplier shall apply the HMG Cloud Security Guidance and the Cloud Security Principles (**Cloud Security Principles**) as a source of security guidance and requirements (<https://www.gov.uk/government/collections/cloud-security-guidance>).
- 3.2 The Cloud Security Principles require the Supplier to demonstrate how it will comply with the following fourteen requirements or to indicate why they may not be applicable:

|   |  |
|---|--|
| <b>Data in transit protection</b>               | Data transiting networks should be adequately protected against tampering and eavesdropping via a combination of network protection and encryption.  |
| <b>Asset protection and resilience</b>          | Data and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure.   |
| <b>Separation between consumers</b>             | Separation should exist between different consumers of the service to prevent one malicious or compromised consumer from affecting the service or data of another.                             |
| <b>Governance framework</b>                     | The Supplier should have a security governance framework that coordinates and directs their overall approach to the management of the service and information within it.                       |
| <b>Operational security</b>                     | The Supplier should have processes and procedures in place to ensure the operational security of the service.  |
| <b>Personnel security</b>                       | Supplier's staff should be subject to personnel security screening and security education for their role.  |
| <b>Secure development</b>                       | Services should be designed and developed to identify and mitigate threats to their security.  |
| <b>Supply chain security</b>                    | The Supplier should ensure that its supply chain satisfactorily supports all of the security principles that the services claim to implement.  |
| <b>Secure consumer management</b>               | Consumers should be provided with the tools required to help them securely manage their service.   |
| <b>Identity and authentication</b>              | Access to all service interfaces (for consumers and providers) should be constrained to authenticated and authorised individuals.  |
| <b>External interface protection</b>            | All external or less trusted interfaces of the service should be identified and have appropriate protections to defend against attacks through them.   |
| <b>Secure service administration</b>            | The methods used by the Supplier's administrators to manage the operational service should be designed to mitigate any risk of exploitation that could undermine the security of the services. |
| <b>Audit information provision to consumers</b> | Consumers should be provided with the audit records they need to monitor access to the service and the data held within it.  |

|  |   |
|--|---|
| <b>Secure use of the service by the consumer</b> | Consumers have certain responsibilities when using a cloud service in order for this use to remain secure, and for their data to be adequately protected. |
|--|---|

#### 4. SECURITY CLASSIFICATION & HANDLING INFORMATION

- 4.1 The information processed and stored in delivering the Services to the Commissioning Bodies is classified under the Government Security Classifications scheme as OFFICIAL. Some of it may be OFFICIAL-Sensitive. The Supplier shall ensure that it and its Sub-contractors apply at least the minimum security controls required for OFFICIAL information as described in Cabinet Office guidance, currently:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/251480/Government-Security-Classifications-April-2014.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf)

In considering the security controls required for their systems, the Supplier shall demonstrate to the Authority that they have taken into account the "Technical Controls Summary for OFFICIAL" at part 3 paragraph 41 of the above link.

- 4.2 The Supplier and its Sub-contractors shall support the Commissioning Bodies' requirement to remain compliant with HMG Security Policy Framework (**SPF**) and principles, obligations and policy priorities stated therein. A copy of the SPF can be found on the Cabinet Office website <https://www.gov.uk/government/collections/government-security>
- 4.3 The Supplier shall at all times ensure that the level of cyber security and information assurance is maintained to protect the confidentiality, integrity, and availability of information, data and materials used in the provision of the Services and provide acceptable levels of risk management and /or risk acceptance so that the Commissioning Bodies can maintain assurance and accreditation as required by HMG guidance.
- 4.4 The Cyber Essentials Scheme, the Cloud Security Principles, and the security controls required for OFFICIAL information all complement each other with the aim of achieving sound commercial standards of security in relation to IT and information handling.

#### 5. SPECIFIC REQUIREMENTS FOR CYBER ASSURANCE AND ACCREDITATION

- 5.1 Specific requirements of the assurance and accreditation of IT systems which support the Services are:

##### 5.1.1 Security and IA – Procedural and Policy controls

- (a) The Supplier shall develop, implement, operate, maintain and continuously improve an Information Security Management System (**ISMS**). The ISMS must be aligned to ISO 27001 and/or be certified to ISO 27001:2005 or 27001:2013, and (unless otherwise agreed in writing with the Authority) should be reviewed and tested annually from the Commencement Date, or earlier when there is a significant change to the Supplier's system. (Note: The Supplier may refer to other indicators of good practice such as HMG's 10 Steps to Cyber Security.)
- (b) The Supplier's systems must comply with Law and relevant HMG security standards.
- (c) The Supplier's systems must demonstrate procedures for reporting and responding to incidents and secure destruction and decommissioning of Commissioning Body Materials and Deliverables.

- (d) Upon request from the Authority and/or any accreditor the Supplier shall provide sufficient design documentation detailing the security architecture of its information system and data transfer mechanism to support the accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.
- (e) The Supplier's systems shall be assured for handling information classified as OFFICIAL (including OFFICIAL-Sensitive) and be subject to accreditation to HMG standards and meet the standards required for security controls for OFFICIAL information in accordance with the HMG (Cabinet Office and CESG) guidance on Security Technology at OFFICIAL which links to other guidance and references the HMG Security Policy Framework as set out at: <https://www.gov.uk/government/collections/securing-technology-at-official>.
- (f) The Supplier's systems shall securely store and process all Commissioning Materials and Deliverables recorded on them to comply with HMG Security Policy, Standards and Guidance.
- (g) Where there are aspects of data aggregation, the Authority may require additional security controls above the level of the HMG Baseline in accordance with HMG Security Policy, Standards and Guidance.

#### 5.1.2 **Security and IA - Physical and environmental controls**

- (a) The Supplier's systems shall securely store and process all Commissioning Body Materials and Deliverables at least to a standard required at the Government Security Classification OFFICIAL.
- (b) The Supplier's systems shall be protected by appropriate people, process, technology and physical security controls as part of a 'defence-in-depth' approach.
- (c) The Supplier's systems should securely identify and authenticate users before allowing them to access it.
- (d) Where there are aspects of data aggregation, additional controls may be required above the level of the HMG Baseline Controls in accordance with HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 14 subject to agreement with the accreditor.
- (e) The Supplier shall ensure that any electronic transfer of Commissioning Body Materials and Deliverables:
  - (i) protects the confidentiality of the Commissioning Body Materials and Deliverables during transfer through encryption suitable for the impact level of the data;
  - (ii) maintains the integrity of the Commissioning Body Materials and Deliverables during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and
  - (iii) prevents repudiation of receipt through accounting and auditing.
- (f) The Supplier shall ensure that all OFFICIAL information is afforded physical protection from internal, external and environment threats commensurate with the Commissioning Bodies' business value of the OFFICIAL information.

- (g) All physical components of the Supplier's systems should be kept in secure accommodation which conforms to HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 14 and which can be independently audited and approved by the Authority or its authorised representatives.
- (h) All handling of physical media holding Security Classified (OFFICIAL) Data shall be done in accordance with HMG (Security Policy Framework) and Communications-Electronics Security Group (CESG) standards and guidance as set out in Paragraph 5.1.1(e) of this Schedule 14 or equivalent Good Industry Practice.

### 5.1.3 Security and IA - Technical Controls

- (a) The Supplier's systems must provide network controls to authenticate internal and external users prior to communicating to prevent unauthorised users gaining access to the Supplier's System.
- (b) The import and export of Commissioning Body Materials and Deliverables from the systems must be strictly controlled and recorded / audited.
- (c) The Supplier's systems must enforce the principle of 'least privilege' and only grant users the minimum necessary permission to access information / access the service.
- (d) The Supplier's systems must enforce robust role-based access control mechanisms to prevent unauthorised access to Commissioning Body Materials and Deliverables.
- (e) The Supplier's systems must implement effective and legitimate monitoring of the Services in accordance with HMG standards, where appropriate, in accordance with CESG Good Practice Guide (GPG) 13 – Protective Monitoring (GPG 13 can be obtained from CESG through a CLAS consultant (<https://www.cesg.gov.uk/servicecatalogue/CLAS/Pages/WhatisCLAS.aspx>)) or may be provided or summarised by the Authority.
- (f) The Supplier shall, where appropriate, ensure that the Supplier's system functions in accordance with Good Industry Practice for protecting external connections to the internet.
- (g) The Supplier shall ensure that its systems function in accordance with Good Industry Practice for protection from malicious code.
- (h) The Supplier shall ensure that all components of its systems are patched in line with Good Industry Practice and Supplier's patch policy (such patch policy to be agreed with the Authority).
- (i) An IT health check must be conducted on the Supplier's system on an annual basis from the Commencement Date by an independent CHECK qualified company if and as required by the accreditor and subject to agreement on its scope between the accreditor and the Supplier.
- (j) Technical vulnerabilities of the Supplier's systems which are identified during the assurance process must be resolved effectively and must be recorded on the system risk register and tracked through the accreditation process where applicable.
- (k) Users must be automatically logged out of the Supplier's system if an account / session is inactive for more than 15 minutes. The Supplier shall provide to the

Authority sufficient design documentation detailing the security architecture of their information system and data transfer mechanism to support the Authority's assurance that the Supplier's systems are appropriate and secure, and comply with the Authority's requirements.

- (l) The Supplier's system must provide network controls to authenticate users prior to communicating to prevent unauthorised users gaining access to services and information.
- (m) The Supplier's system must provide internal processing controls between security domains to prevent the high domain exporting unauthorised Commissioning Body Materials and Deliverables to the low domain if the solution requires passing data between different security domains.
- (n) Any OFFICIAL-Sensitive Data including sensitive Personal Data must be encrypted in transit and when at rest when stored away from the Supplier's controlled environment.
- (o) The Supplier shall ensure that its systems provide controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy, as made available to the Supplier from time to time.

## **5.2 Security and IA – Personnel Controls**

- 5.2.1 The Supplier shall ensure that all its Personnel that have logical or physical access to its systems, Commissioning Body Materials and Deliverables are security cleared to a minimum of "Security Check National Security Vetting".
- 5.2.2 The Supplier's Personnel that do not have access to the Commissioning Body Materials and Deliverables shall in any event be cleared to the baseline physical security standard or the Supplier must provide evidence that they have controls to prevent these Personnel from gaining access to the Commissioning Body Materials and Deliverables.
- 5.2.3 The Supplier must ensure that any delivery partners or third party suppliers are subject to the same security arrangements and meet the same personnel controls and security requirements that are expected of the Supplier.
- 5.2.4 Procedures should be in place to ensure the Supplier's Personnel who have access to Commissioning Body Data are aware of their responsibilities when handling the Commissioning Body Data and the system used to process it.
- 5.2.5 The Supplier's system will support the requirement of the Authority and Commissioning Bodies to comply with HMG policy and guidance on Offshoring (<https://ogsirooffshoring.zendesk.com/hc/en-us/managing>) by assessing, as required, any additional security risks associated with the storage, processing or transmission of information offshore, typically by an offshore provider or Sub-contractor (which may include the use of 'landed resources'), taking account of EU requirements to confirm the 'adequacy' of legislated protection of Personal Data in the country(ies) where storage / processing occurs. No element of the Supplier's system may be 'off-shored' without the Approval of the Authority.
- 5.2.6 The Supplier shall ensure that any Sub-contractors comply with the provisions of this Schedule 14 during the provision of the Services, and as may be stated any data sharing agreement and in the security aspects letter where one is issued by the Authority.

- 5.2.7 The Supplier shall ensure that effective training and awareness is in place to ensure that all of its Personnel are conscious of all information security requirements.

### **5.3 Security and IA – Procedural and Policy controls**

- 5.3.1 The Supplier shall develop, implement, operate, maintain and continuously improve the ISMS.
- 5.3.2 The ISMS must be tested and periodically updated, with a full test, review and update performed at least annually from the Commencement Date or when there is a change to the Supplier's systems, its services and/or associated processes. Where ISO 27001 certification is provided, the ISMS shall be independently audited in accordance with ISO/IEC 27001; and be subject to Approval by the Authority. The certification body must be UKAS accredited.
- 5.3.3 The Supplier shall have a certified information security policy that reflects the relevant control objectives; for example, as specified within the ISO27002 control set, for the Supplier's systems and the Services provided.
- 5.3.4 The Supplier must appoint an ICT system manager or security manager, who is responsible for the provision of technical, personnel, process and physical security aspects for the Supplier's system, such individual shall be a member of Key Personnel.
- 5.3.5 The Supplier's system must comply with Law, relevant HMG security standards and Authority security policies.
- 5.3.6 The Supplier's system must demonstrate procedures for reporting and responding to security incidents comply with arrangements for reporting security incidents to the Authority.
- 5.3.7 The Supplier's System must demonstrate procedures for secure destruction and decommissioning of assets.
- 5.3.8 Any changes to the Supplier's System must be made via the Change Control Procedure set out in Schedule 10 of the Contract.

## SCHEDULE 15

### Commercially Sensitive Information

| <b>Contract Schedule</b> | <b>Information</b>                               | <b>Timescale for which it remains sensitive</b>                         |
|--------------------------|--|---|
| Schedule 3               | Service Solution                                 | One year after the earlier of the termination date and the expiry date. |
| Schedule 4               | Transition – Annex 1 Mobilisation Plan           | One year after the earlier of the termination date and the expiry date. |
| Schedule 7               | All financial sums and percentages in Schedule 7 | One year after the earlier of the termination date and the expiry date. |
| Schedule 12              | Annex 1  | One year after the earlier of the termination date and the expiry date. |



**SCHEDULE 17**

**Key Personnel**

| <b>Name of Key Personnel</b> | <b>Key Role</b>                 | <b>Responsibility / Authorities</b>  | <b>Period which they will be a member of Key Personnel (indicative only)</b> |
|------------------------------|---------------------------------|--|--|
| <b>REDACTED</b>              | Transition Manager              | Managing the overall transition and mobilisation of the contract. Working with the other key personnel listed below to deliver the contract in line with the specification                           | Estimated 9 months   |
| <b>REDACTED</b>              | Group Client Services Director  | Board representative for the MoJ. Escalation point across the business for client services   | Ongoing  |
| <b>REDACTED</b>              | Account Director                | Client relationship management of the contract during implementation and ongoing. Supplier board lead for governance meetings. Escalation and line management of the Customer Relationship Managers. | Ongoing  |
| <b>REDACTED</b>              | Public Sector Sales Director    | Client relationship and contract management responsibility for the public sector across interpreting and translation. Escalation and line manager for the Account Director                           | Ongoing  |
| <b>REDACTED</b>              | Interpreting Operations Manager | Responsible for managing the operational delivery of the contract. Escalation and line management of operational staff   | Ongoing  |
| <b>REDACTED</b>              | Head of Interpreting Operations | Responsibility for thebigword's interpreting operation. Escalation and line manager for the Operations Manager   | Ongoing  |

|                 |   |  |         |
|-----------------|---|--|---------|
| <b>REDACTED</b> | Head of Linguist Recruitment            | Responsibility for thebigword Linguist recruitment department. Escalation and line management for the Linguist Recruitment Manager   | Ongoing |
| <b>REDACTED</b> | Linguist Recruitment Manager            | Responsible for managing linguist recruitment and engagement for the contract. Escalation and line management of linguist recruitment staff                                      | Ongoing |
| <b>REDACTED</b> | Director of Technology                  | Overall responsibility for thebigword's technology department. Escalation and line management for the Technology Programme and Change Manager and Technology Development Manager | Ongoing |
| <b>REDACTED</b> | Technology Programme and Change Manager | Responsible for the programme and UAT schedule   | Ongoing |
| <b>REDACTED</b> | Technology Development Manager          | Responsible for the technology development   | Ongoing |
| <b>REDACTED</b> | Quality Assurance Operations Manager    | Responsible for the relationship with the QA supplier and also for managing thebigword's Service Excellence Team.  | Ongoing |
| <b>REDACTED</b> | Financial Director                      | Overall responsibility for thebigword's finance department. Review and management of the contract financials   | Ongoing |
| <b>REDACTED</b> | Exit Manager                            |  |         |

## **SCHEDULE 18**

### **Staff Transfers**

#### **1. INTERPRETATION**

- 1.1 Where a provision in this Schedule 18 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or sub-contractor of a Replacement Supplier, as the case may be.

#### **Part A**

#### **Transferring Former Supplier Employees at commencement of Services**

#### **1. RELEVANT TRANSFERS**

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

#### **2. FORMER SUPPLIER INDEMNITIES**

- 2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.1.1 any act or omission by the Former Supplier 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
    - (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, 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 may be liable by virtue of this Agreement 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 Sub-contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 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 Sub-contractor 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 Sub-contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
  - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the fifteen (15) Working Day period specified 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 may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier 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 Sub-contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier 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 to the Authority and, if applicable, the Former Supplier, within 6 Months of the date of this Contract.
- 2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and the Supplier shall comply with such obligations as may be imposed upon it under the Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 3.1.1 any act or omission by the Supplier or any Sub-contractor whether occurring before, on or after the Relevant Transfer Date;

- 3.1.2 the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor 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 Sub-contractor 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 Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- 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 Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and
- 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 Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 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 Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions 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 shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

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

- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 5.1.4 the New Fair Deal

to the extent that such requirements apply to the relevant Transferring Former Supplier Employee.

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

#### **6. PROCUREMENT OBLIGATIONS**

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

## **Part B**

### **No transfer of employees at commencement of Services**

#### **1. PROCEDURE IN THE EVENT OF TRANSFER**

- 1.1 Where 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 Former Supplier Employees, this Part B shall apply.
- 1.2 If any Former Supplier Employee claims, or it is determined in relation to any employee of the Authority that his/her contract of employment has been transferred from the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 1.2.1 the Supplier shall, and shall procure that the relevant Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority and where required by the Authority, give notice to the Former Supplier; and
- 1.2.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority and/or the Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified 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 and/or the Sub-contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

#### **2. INDEMNITIES**

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Sub-contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier and shall procure that the Sub-contractor shall indemnify the Authority and any

Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 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 Sub-contractor; or

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

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within six (6) Months of the date of this Contract.

## **Part C**

### **Employment exit provisions**

#### **1. PRE-SERVICE TRANSFER OBLIGATIONS**

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

1.1.1 receipt of a notification from the Authority 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 this Contract;

1.1.3 the date which is twelve (12) Months before the end of the Contract Period; and

1.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with 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 Authority.

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

1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier's Personnel are Transferring Supplier Employees; and

1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

- 1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or sub-contractor of a Replacement Supplier.
- 1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any sub-contractor of a Replacement Supplier 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 Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any of the Supplier's Personnel listed on the Supplier's 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;
  - 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier's Personnel (including 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's Personnel 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); or
  - 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 Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any sub-contractor of a Replacement Supplier of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 During the Contract Period, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:
- 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; and
  - 1.6.3 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 Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any sub-contractor of a Replacement Supplier to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service

Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any sub-contractor of a Replacement Supplier (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. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a sub-contractor of a Replacement Supplier. 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 Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a sub-contractor of a Replacement Supplier (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or sub-contractor of a Replacement Supplier.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any sub-contractor of a Replacement Supplier against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
  - 2.3.1 any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
  - 2.3.2 the breach or non-observance by the Supplier or any Sub-contractor 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 Sub-contractor 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 Sub-contractor 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
  - (b) in relation to any employee who is not a Transferring 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 Supplier to the Authority and/or Replacement Supplier and/or any sub-contractor of a Replacement Supplier, 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 Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or the Replacement Supplier and/or any sub-contractor of the Replacement Supplier may be liable by virtue of this Agreement 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 Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any sub-contractor of a Replacement Supplier 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 sub-contractor of a Replacement Supplier to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or sub-contractor of a Replacement Supplier's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- 2.5.1 the Authority shall procure that the Replacement Supplier shall, or any sub-contractor of a Replacement Supplier shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- 2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or sub-contractor of a Replacement Supplier or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the sub-contractor of a Replacement Supplier shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment 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 Authority shall advise the Replacement Supplier and/or sub-contractor of a Replacement Supplier as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or sub-contractor of a Replacement Supplier acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or sub-contractor of a Replacement Supplier against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the sub-contractor of a Replacement Supplier 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:
- (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 sub-contractor of a Replacement Supplier; or
- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or sub-contractor of a Replacement Supplier 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 sub-contractor of a Replacement Supplier to the Supplier within six (6) Months of the Service Transfer Date.

- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or sub-contractor of a Replacement Supplier within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or sub-contractor of a Replacement Supplier shall comply with such obligations as may be imposed upon it under applicable Law.
- 2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees 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 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:
- 2.11.1 the Supplier and/or any Sub-contractor; and
- 2.11.2 the Replacement Supplier and/or the sub-contractor of a Replacement Supplier.
- 2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or sub-contractor of a Replacement Supplier, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or sub-contractor of a Replacement Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or sub-contractor of the Replacement Supplier, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any sub-contractor of the Replacement Supplier and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or sub-contractor of a Replacement Supplier;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or sub-contractor of a Replacement Supplier on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
- (b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or sub-contractor of a Replacement Supplier is contractually bound to honour;
- 2.13.3 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 Replacement Supplier and/or sub-contractor of a Replacement Supplier to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or sub-contractor of a Replacement Supplier to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or sub-contractor of a Replacement Supplier (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 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;

- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or sub-contractor of a Replacement Supplier to, or in respect of, any Transferring Supplier Employee on or before the Relevant 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, 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, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or sub-contractor of a Replacement Supplier 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 sub-contractor of a Replacement 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 Supplier Employees 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 or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or sub-contractor of a Replacement Supplier 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 Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.



## SCHEDULE 19

### Approved Sub-contractors

| <b>Company Name</b>                                 | <b>Company number</b> | <b>Registered office address</b>                                    |
|---|-----------------------|---|
| Global Language Services Limited                    | SC218845              | 40 Woodrow Road, Pollokshields, Glasgow G41 5PN                     |
| Cintra Translations Limited                         | 03327428              | 8 Wellington Mews, Cambridge CB1 1HW                                |
| Debonair Languages Ltd                              | 7069604               | 32 Lowerhouse Walk, Bromleycross, Bolton, Lancashire BL7 9JS        |
| Supreme Linguistic Services Ltd.                    | 09340464              | 46 Baltimore Road, Birmingham, B42 1QN                              |
| Mango Spice Language Solutions                      | 09678773              | Castle Cavendish Business Center, Dorking Road, Nottingham, NG7 5PN |
| J-anne Interpreting and Translation Service Limited | 09498048              | 90 School Road, Hall Green, Birmingham B28 8JD                      |
| Premium Language Service Provider Limited           | 08270760              | Chase Green House, 42 Chase Side, Enfield, EN2 6NF                  |

## SCHEDULE 20

### Market Stewardship Principles

#### Introduction

The Market Stewardship Principles cover five key principles that must underpin the Supplier's provision of the Services it provides under the Contract and its engagement with all entities to which it Sub-contracts the provision of those Services.

Each of the principles is set out in this Schedule 20 together with guidance as to how the Supplier should respond to its obligations against each of the principles.

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

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

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

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

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

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

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

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

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

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

## 2. ALIGNMENT OF ETHOS IN THE SUPPLY CHAIN

The Authority envisages that a sustainable relationship is fostered throughout the contract term, which meets the expectations of both parties according to the position established at contract inception. In entering into a contractual agreement, there should be an understanding of what is important to both parties and this should go on to form part of the contractual agreement which will be reviewed throughout the contract term to ensure that expectations are being met. The Authority's market engagement has reinforced that this is an important expectation for many organisations and key to building trust, especially in the early stages of such business relationships.

- 2.1 **Audit trail.** The Supplier must maintain an audit trail of engagement with suppliers that demonstrates compliance with the principles established at the outset of their working relationship and shall include any additional support the Supplier offers.
- 2.2 **Support declared in the bid to supply chain organisations.** The Supplier must publish a statement with regard to the support that is being offered by the Supplier to suppliers. Each support element must be itemised.
- 2.3 **Meetings.** The Supplier must record details of the conduct of all meetings with members of its supply chain and review these records to ensure that they are timely and appropriate and reinforce good relationship management.

## 3. VISIBILITY ACROSS THE SUPPLY CHAIN:

The Authority expects that all parties have visibility of participation within the supply chain. This should include payment terms against contractual targets, the volume of business handled by supply chain partners (where appropriate), fair apportionment of work, and how the supply chain adjusts to changing volumes.

**Supply chain sourcing, selection and refresh process.** The Supplier must ensure that the sourcing, selection and refresh process for supply chain partners is transparent. This information must be made freely available to both the Authority and each potential supplier on request.

## 4. REWARD AND RECOGNITION OF GOOD PERFORMANCE

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

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

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



## SCHEDULE 21

### Business Continuity and Disaster Recovery

#### 1. PURPOSE

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

#### 2. BCDR PLAN

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

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

2.1.2 the recovery of the Services in the event of a Disaster,

(the **BCDR Plan**)

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

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

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

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

which shall, unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5 of this Schedule 21.

- 2.3 The Supplier shall ensure that the BCDR Plan incorporates business continuity and disaster recovery plans and procedures in respect of all components of the Services including those provided by Sub-contractors.

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

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

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

- 2.5 If the Authority rejects the draft BCDR Plan:

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

2.5.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

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

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

- 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 (as amended) and all other industry standards from time to time in force; and
  - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Key Performance Indicators or to any increase in the Service Payment to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

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

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

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

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:

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

## **6. REVIEW AND AMENDMENT OF THE BCDR PLAN**

- 6.1 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
  - 6.1.3 where the Authority requests any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority

except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original Approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **Review Report**) setting out:
- 6.2.1 the findings of the review;
  - 6.2.2 any changes in the risk profile associated with the Services; and
  - 6.2.3 the Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party (the **Supplier's Risk Profile Proposals**).
- 6.3 Following receipt of the Review Report and the Supplier's Risk Profile Proposals, the Authority shall:
- 6.3.1 review and comment on the Review Report and the Supplier's Risk Profile Proposals as soon as reasonably practicable; and
  - 6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Risk Profile Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 6.4 If the Authority rejects the Review Report and/or the Supplier's Risk Profile Proposals:
- 6.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
  - 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Risk Profile Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Risk Profile Proposals to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 6.3 and this Paragraph 6.4 shall apply again to any resubmitted Review Report and Supplier's Risk Profile Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's Approval of the Supplier's Risk Profile Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

## 7. TESTING OF THE BCDR PLAN

- 7.1 The Supplier shall test the BCDR Plan on a regular basis (on the anniversary of each year following the Commencement Date). Subject to Paragraph 7.2, the Authority may require the

Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

- 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority provided prior to starting such test, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval save for when the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
- 7.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
  - 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all reasonable measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.
- 7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

## **8. INVOCATION OF THE BCDR PLAN**

- 8.1 The Supplier shall ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.
- 8.2 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation) such that the provision of the Services is resumed within two (2) hours. In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Authority.