Department for Work & Pensions

European Union
European Social Fund

Commercial Directorate
Department for Work and Pensions
Finance Group
1W Zone H 1st Floor Quarry House
Leeds LS2 7UA

1 February 2021

The Shaw Trust Limited
Third Floor
10 Victoria Street
Bristol
BS1 6BN

CHANGE AUTHORISATION LETTER: CV08

Dear [REDACTED]

Contract(s) (as amended) between the (1) Secretary of State for Work and Pensions (the "Authority") and (2) The Shaw Trust Limited (the "Contractor") set out at Schedule 1 (the "CV08 Contract(s)")

1. The Authority wishes to amend the CV08 Contract(s) set out at Schedule 1 to this letter in accordance with CV08 and the schedules attached to CV08.

2. Terms used but not otherwise defined in this letter have the same meaning as set out in the CV08 Contract(s) to which the term refers.

Background

3. The purpose of CV08 is to extend the length of the CV08 Contract(s), supplement the specification and update the security requirements in the CV08 Contract(s).

4. The Authority and the Contractor acknowledge that the modifications outlined in CV08 are in accordance with the policy set out in PPN01/20, and that both parties shall act in good faith and work together towards the principles set out in PPN01/20.

5. The Authority reasonably anticipates that the Procurement Regulations will apply to CV08 and the Parties shall ensure that there is a lawful basis for agreeing CV08 under the Public Contracts Regulations 2015 and/or any applicable procurement rules.

6. CV08 shall be interpreted and construed so that it varies each CV08 Contract set out at Schedule 1.

7. The CV08 Contract(s), including any previous variations, will remain effective and unaltered except as amended by CV08.

Definitions

8. The following terms shall have the meaning as set out below and shall be incorporated into each CV08 Contract. Where any of the below term(s) are already defined in the CV08 Contract, they will be replaced with the below definition.

"**Authority**" and "**Contracting Body**" means the Secretary of State for Work and Pensions.

"**Customer Service Standards**" means: i) with respect to the NEA Original Cohort, the standards as detailed in Annex 4 of the NEA Original Specification; and ii) with respect to the CV08 Cohort, the standards as detailed in Annex 3 of the CV08 Specification.

"**CV08**" means this letter and the schedules attached to this letter.

"**CV08 Cohort**" means Participant(s) or potential Participant(s) in respect of whom Referral(s) is/are made during the CV08 Referral Extension Period.

"**CV08 Commencement Date**" means 29 March 2021.

"**CV08 Extension Period**" means the period from and including the CV08 Commencement Date up to and including the end of the Contract Period.

"**CV08 Referral Extension Period**" means from and including the CV08 Commencement Date up to and including the Referral End Date.

"**CV08 Service Period**" means the period from the CV08 Commencement Date until the CV08 Service End Date.

"**CV08 Service End Date**" means 23 October 2023.

"**CV08 Services**" means those services to be supplied by the Contractor pursuant to the CV08 Specification.

"**CV08 Specification**" means the Authority's specification for the CV08 Cohort as set out at Schedule D (CV08 Specification) including all amendments to, variations of, or supplements to such specification.

"**ESE Participant**" takes on the definition as provided in the CV08 Specification.

"**NBS Participant**" takes on the definition as provided in the CV08 Specification.

"**NEA Original Cohort**" means all Participants other than the CV08 Cohort.

"**NEA Original Services**" means any and all of the Services to be supplied by the Contractor in accordance with the Contract, including those described at Schedule 1 (The Services). However, it does not include CV08 Services.

"**NEA Original Specification**" means the Authority's specification as detailed in Schedule 1 (Services) of the Contract (including all amendments to, variations of, or supplements to such specification).

"**NEA Phase 2 Eligibility Criteria**" means the criteria set out in the NEA Original Specification.

"Participant" means the eligible individual who is referred by Jobcentre Plus to receive mentoring, assistance and other support being provided by the Contractor as more specifically set out in the Specification. "Participant" also covers the CV08 Cohort.

"**PPN 01/20**" means Procurement Policy Note 01/20, as updated or amended from time to time, setting out information and guidance for public bodies on how they should respond to COVID-19 and the commercial actions they can take.

"**Referral End Date**" means 31 December 2021.

"**Services**" means any and all of the services to be supplied by the Contractor in accordance with the Contract, including those described at Schedule 1 (The Services) and Schedule D (CV08 Specification).

"**Specification**" means the NEA Original Specification and the CV08 Specification.

"**UC Claimants with Existing Businesses Eligibility Criteria**" means the criteria set out in the NEA Original Specification.

9. CV08 is applicable during the CV08 Extension Period.

10. The number of potential Participants that can be Referred during the CV08 Referral Extension Period is capped as detailed in Schedule 5.

11. With respect to the CV08 Cohort, the CV08 Specification shall be applicable. The NEA Original Specification shall not be applicable to the CV08 Cohort. Similarly, the CV08 Specification shall not be applicable to the NEA Original Cohort. This means that from the CV08 Commencement Date, both the NEA Original Specification and the CV08 Specification shall be in operation.

12. The Contractor shall supply the CV08 Services during the CV08 Service Period to the CV08 Cohort in accordance with the Authority's requirements as set out in the CV08 Contract as amended by CV08 (including, in accordance with the CV08 Specification).

13. In respect of the CV08 Contract(s), the Baseline, referred to in CV04, is replaced with the Baseline as contained in Schedule 6 (Baseline).

14. In consideration of the rights and obligations created, granted and assumed by the Authority and the Contractor to each other pursuant to CV08, the parties have agreed to enter into CV08.

15. Notwithstanding any other term of the CV08 Contract(s), the Parties agree to incorporate CV08 into the CV08 Contract(s). The CV08 Contract(s) will be modified in accordance with the terms of CV08.

16. The following Schedules are attached to CV08:

    i. Schedule 1: The Contract(s) modified by CV08;

    ii. Schedule 2: CV08 Specification

    iii. Schedule 3: Security Requirements and Plan

iv. Schedule 4: Other Contractual Modifications;

v. Schedule 5: CV08 Volumes; and

vi. Schedule 6: Baseline

17. The terms of CV08 take effect from the CV08 Commencement Date.

18. CV08 shall not constitute a waiver of any right or remedy by the Authority or the Contractor arising before, during or after CV08, except to the extent set out in CV08.

19. If there is an inconsistency between any of the provisions of CV08 and other provisions of the CV08 Contract(s), the provisions of CV08 shall prevail.

20. The provisions of the CV08 Contract(s) including, but not limited to, all previous Variations, shall, save as amended in CV08, continue in full force and effect, and shall be read and construed as one document with CV08.

Please confirm your acceptance of CV08 by countersigning this letter and returning a scanned copy via Jaggaer (DWP e-portal) messaging.

If you have any queries, please contact the team via Jaggaer.

Yours sincerely,

[REDACTED]
Associate Commercial Specialist

For and on behalf of the Authority

We hereby acknowledge receipt and accept the terms of CV08.

Signed: _____

For and on behalf of the Contractor

Name:

Position:

Date:

Schedule 1: Contract modified by CV08

The following contract(s) are modified in accordance with CV08:

Contract Type	Contract Reference	Contract Name/Description	Contract Start
NEA: New Enterprise Allowance	ECM_4135	NEA2 - CPA 4 London and Home Counties 1	28-Mar-17
NEA: New Enterprise Allowance	ECM_4136	NEA2 - CPA 5 London and Home Counties 2	28-Mar-17
NEA: New Enterprise Allowance	ECM_4137	NEA2 - CPA 6 London and Home Counties 3	28-Mar-17

Schedule 2: CV08 Specification

Contract Provision	Modification
Schedule D	*Insert the following Schedule D into the CV08 Contract(s)* *Schedule D – CV08 Specification* NEA2 Specification v2.2.docx

Schedule 3: Update to the Security requirements and plan

<table>
<tr><th>Contract Provision</th><th>Modification</th></tr>
<tr><td>Schedule 6</td><td>
Replace Schedule 6 of the CV08 Contract(s) with the below Schedule 6.

Schedule 6 - Security Requirements and Plan

Schedule 6 - Security Schedule.docx

Definitions

<table>
<tr><th>Term</th><th>Definition</th></tr>
<tr><td>Controller</td><td>Has the same definition as in the GDPR.</td></tr>
<tr><td>Data Protection Legislation</td><td>(i) The GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy.</td></tr>
<tr><td>Processing/Process</td><td>Has the same definition as in the GDPR.</td></tr>
</table>

1 Introduction

1.1 This Schedule covers:

(a) Principles of security for the Contractor System, derived from the Security Policy, including without limitation principles of physical and information security;

(b) The creation of the Security Plan;
</td></tr>
</table>

Contract Provision	**Modification**
	(c) Audit and testing of the Security Plan; (d) Conformance to ISO/IEC:27002 (Information Security Code of Practice) and ISO/IEC 27001 (Information Security Requirements Specification) (Standard Specification); and (e) Breaches of Security. (f) Security provisions with which the Contractor shall comply in providing the services relevant to this Contract. **2 Principles of Security** 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of the Authority's Data. 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which: (a) is in accordance with Good Industry Practice and Law; (b) complies with the Security Policy; (c) meets any specific security threats to the Contractor System; (d) complies with ISO/IEC27002 and ISO/IEC27001 in accordance with paragraph 5 of this Schedule; and (e) meets the requirements of the Cyber Essentials Scheme, unless deemed out of scope for this requirement. 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to minimise the following risks: (a) loss of integrity of Authority Data; (b) loss of confidentiality of Authority Data;

Contract Provision	**Modification**
	(c) unauthorised access to, use of, or interference with Authority Data by any person or organisation; (d) unauthorised access to network elements and buildings; (e) use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; (f) loss of availability of Authority Data due to any failure or compromise of the Services; and (g) loss of confidentiality, integrity and availability of Authority Data through Cyber/internet threats **3 Security Plan** **Introduction** 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period and after the end of the Contract Period in accordance with the Exit Management Strategy, which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule. 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out in Appendix B. **Development** 3.3 Within twenty (20) Working Days after the Commencement Date and in accordance with paragraphs 3.10 to 3.12 (Amendment and Revision), the Contractor will prepare and deliver to the Authority for approval the full and final Security Plan which will be based on the draft Security Plan set out in Appendix B. 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within then (10) Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause I2 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 of this schedule may be unreasonably withheld or delayed.

Contract Provision	Modification
	However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.9 shall be deemed to be reasonable. **Content** 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with: (a) the provisions of this Contract; this Schedule (including the principles set out in paragraph 2); (b) the provisions of Schedule **Error! Reference source not found.** relating to security; (c) ISO/IEC27002 and ISO/IEC27001; (d) the data protection compliance guidance produced by the Authority. 3.6 The references to standards, guidance and policies set out in paragraph 3.5 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time. 3.7 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with. 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001. 3.9 Where the Security Plan references any document which is not in the possession of the Authority, a copy of the document will be made available to the Authority upon request. The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Authority engaged in the Services and shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule. **Amendment and Revision**

Contract Provision	**Modification**
	3.10 The Security Plan will be fully reviewed and updated by the Contractor annually, or from time to time to reflect: (a) emerging changes in Good Industry Practice; (b) any change or proposed change to the Contractor System, the Services and/or associated processes; (c) any new perceived or changed threats to the Contractor System; and (d) a reasonable request by the Authority. 3.11 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority. 3.12 Any change or amendment which the Contractor proposes to make to the Security Plan as a result of an Authority request or change to Schedule **Error! Reference source not found.** or otherwise shall be subject to the change control procedure and shall not be implemented until approved in writing by the Authority. **4 Audit and Testing** 4.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority. 4.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test. 4.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery Services. If such tests impact adversely on its ability to deliver the Services to the agreed Service Levels, the Contractor shall be granted relief against any resultant under-performance for the period of the tests.

Contract Provision	**Modification**
	4.4 Where any Security Test carried out pursuant to paragraphs 4.2 or 4.3 above reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to the Authority's approval in accordance with paragraph 3.12, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph 4, a weakness means vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements. **5 Compliance with ISO/IEC 27001** 5.1 The Contractor shall carry out such regular security audits as may be required by the British Standards Institute in order to maintain delivery of the Services in compliance with security aspects of ISO 27001 and shall promptly provide to the Authority any associated security audit reports and shall otherwise notify the Authority of the results of such security audits. 5.2 If it is the Authority's reasonable opinion that compliance with the principles and practices of ISO 27001 is not being achieved by the Contractor, then the Authority shall notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO 27001. If the Contractor does not become compliant within the required time then the Authority has the right to obtain an independent audit against these standards in whole or in part. 5.3 If, as a result of any such independent audit as described in paragraph 5.2 the Contractor is found to be non-compliant with the principles and practices of ISO 27001 then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit. **6 Breach of Security** 6.1 Either party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.

Contract Provision	**Modification**
	6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall: (a) immediately take all reasonable steps necessary to: (i) remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and (ii) prevent an equivalent breach in the future. Such steps shall include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under this Contract, then the Contractor shall be entitled to refer the matter to the change control procedure in clause **Error! Reference source not found.** (Changes to the Contract). (b) as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof. **7 Authority Data relevant to the Contract** 7.1 The Specification will outline the Services to be provided by the Contractor, including the type of Authority Data involved. 7.2 The majority of information that is created or processed by the public sector is described as 'Official'. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media.

Schedule 4: Other Contractual Modifications

Contract Provision	Modification
A2.1	Delete clause A2.1 in its entirety and replace with the below: "This Contract shall commence on the Commencement Date and shall expire at the end of the Payment Tail Period."
A2.2	Delete clause A2.2 in its entirety and replace with the below: "A2.2 The Contractor shall cease delivering the CV08 Services to the CV08 Cohort on **23 October 2023.** The Contractor shall cease delivering the NEA Original Services to the NEA Original Cohort on **2 July 2023.**
A2.3 – A2.5	Delete clauses A2.3, A2.4 and A2.5 in their entirety.
A11.1	In Clause A11.1, replace "**[REDACTED] " with "[REDACTED] "**
A5.3	In clause A5.3, remove: "Commercial Directorate Employment Category Ground Floor, Hartshead House Hartshead Square Sheffield S1 2FD For the attention of: [REDACTED] Tel: [REDACTED] Email: [REDACTED] And replace with: "Commercial Directorate Department for Work and Pensions

Contract Provision	Modification
	Finance Group 1W Zone H 1st Floor Quarry House Leeds LS2 7UA For the attention of: **[REDACTED]** Tel: [REDACTED] Email: [REDACTED]
Schedule 3 - Monitoring and Information Requirements, Appendix A, Paragraph 1	Remove the words “and Annex 4 of the Specification for Customer Service Standards”

Schedule 5: CV08 Volumes

<table>
<tr><th>Contract Provision</th><th>Modification</th></tr>
<tr><td>Schedule E</td><td>Insert the following Schedule E into the CV08 Contract(s)

Schedule E: CV08 Volumes

<table>
<tr><th></th><th></th><th colspan="2">Starts</th></tr>
<tr><th>CPA</th><th></th><th>New Business Starts</th><th>Existing Self Employed</th></tr>
<tr><td>CPA4</td><td>London & Home Counties 1</td><td>1,441</td><td>426</td></tr>
<tr><td>CPA5</td><td>London & Home Counties 2</td><td>1,966</td><td>547</td></tr>
<tr><td>CPA6</td><td>London & Home Counties 3</td><td>1,365</td><td>435</td></tr>
</table>
</td></tr>
</table>

Schedule 6: Baseline

Contract Provision	Modification
Schedule F	Insert the following Schedule F into the CV08 Contract(s) Schedule F: Baseline