



Crown
Commercial
Service

Core Terms – DPS

Multiply Random Control Trial

Con_22596

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Model version: 1.0.3

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

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

- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.
- 2.11 An Order Contract can only be created using the electronic procedures described in the OJEU Notice as required by the Regulations.
- 2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the OJEU Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

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

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

3.2 Goods clauses

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

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

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

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

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

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

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of an Order Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process

in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

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

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

4.5 A Supplier invoice is only valid if it:

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

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

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

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

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

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

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

5. The buyer's obligations to the supplier

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

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and

Deduction under this Contract;

- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

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

6. Record keeping and reporting

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

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

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

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

6.4 During an Audit, the Supplier must:

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

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

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

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

- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

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

- (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Order Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
 - (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
 - (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option,

either:

- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

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

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

10.2 Ending the contract without a reason

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

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

10.3 Rectification plan process

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

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

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

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

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

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

10.4 When CCS or the buyer can end a contract

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

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

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

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

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

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or

20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

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

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

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

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

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

10.7 Partially ending and suspending the contract

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

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

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

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

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

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

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

10.8 When subcontracts can be ended

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

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

11. How much you can be held responsible for

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

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

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

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;

(d) its obligation to pay the required Management Levy or Default Management Levy.

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

12. Obeying the law

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

13. Insurance

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

14. Data protection

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

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

15. What you must keep confidential

15.1 Each Party must:

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

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

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

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

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

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

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

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

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
 - (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
 - (a) agree that the Contract continues without the Variation; or

- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

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

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

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

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

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

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

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

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

27.2 The Supplier must during the Contract Period:

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

- 27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- (a) been investigated or prosecuted for an alleged Prohibited Act;
 - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
 - (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
- 27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:
- (a) Prohibited Act;
 - (b) identity of the Party who it thinks has committed the Prohibited Act; and
 - (c) action it has decided to take.

28. Equality, diversity and human rights

- 28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
- 28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents

or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

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

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

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

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

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

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

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

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

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the

information requested by the Buyer within the time specified by the Buyer;

- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

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

33. Reporting a breach of the contract

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

34. Resolving disputes

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

(c) grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

Joint Schedule 1 (Definitions)

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

1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Order Contract**" and "**Contract**" shall be construed as including Exempt Order Contracts.

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

" Accounting Reference Date "	means in each year the date to which the Supplier prepares its annual audited financial statements;
" Achieve "	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
" Additional Insurances "	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
" Affected Party "	the Party seeking to claim relief in respect of a Force Majeure Event;
" Affiliates "	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
" Annex "	extra information which supports a Schedule;
" Approval "	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;

"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and

	f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Bronze Contract"	an Order Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Data"	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which:</p> <ul style="list-style-type: none"> (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>any Personal Data for which the Buyer or End User is the Controller;</p>
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as

	a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contract Period"	the term of either a DPS Contract or Order Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Consortia" / "Consortium"	This can refer to multiple suppliers working in collaboration on the same contract, also known in public sector documentation as 'Group of Economic Operators'. This will have one lead supplier who manages all the other suppliers within the group / consortia.
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy;

	(iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the DPS Appointment Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>p) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>q) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>r) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;

"DPS Contract Period"	the period from the DPS Start Date until the End Date of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended as specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or t) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);

"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>a) eligible to use the DPS; and</p> <p>b) is entering into an Exempt Order Contract that is not subject to (as applicable) any of:</p> <ul style="list-style-type: none"> i. the Regulations; ii. the Concession Contracts Regulations 2016 (SI 2016/273); iii. the Utilities Contracts Regulations 2016 (SI 2016/274); iv. the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v. the Remedies Directive (2007/66/EC); vi. Directive 2014/23/EU of the European Parliament and Council; vii. Directive 2014/24/EU of the European Parliament and Council; viii. Directive 2014/25/EU of the European Parliament and Council; or

	ix. Directive 2009/81/EC of the European Parliament and Council;
"Exempt Order Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the DPS Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the DPS Contract made through the Exempt Order Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"Financial Reports"	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and <p>is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act,

	<p>neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> e) the legislation in Part 5 of the Finance Act 2013; and f) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Gold Contract"	an Order Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;
"Goods"	goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Functional Standard GovS 013: Counter Fraud"	the Standard that sets the expectations for the management of fraud, bribery and corruption risk in government organisations;
"Government Functional Standards GovS 015: Grants"	the Standard that all grant making bodies adhere to when developing grant schemes and programmes;
"Government Grants Information Service (GGIS)"	the portal that captures all information on grant awards across all departments;
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/governmentprocurement-card--2;</p>
"Group of Economic Operators"	This can refer to multiple suppliers working in collaboration on the same contract, also known as a consortium or consortia. This will have one lead supplier who manages all the other suppliers within the group / consortia.
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"HM Government" or "HMG"	His Majesty's Government;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

	<p>g) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>h) details of the cost of implementing the proposed Variation;</p> <p>i) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>j) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>k) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with</p>

	<p>one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"Intellectual Property Rights" or "IPR"	l) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;

	<p>m) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>n) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ISO"	International Organization for Standardization;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> o) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or p) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or q) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>

"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Management Information" or "MI"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Maximum Margin Percentage"	means the percentage a Supplier will apply on top of the total cost of provision of the Services to enable effective delivery, continuous improvement and, where applicable according to the status of the Suppliers, profit.
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> r) contains any material errors or material omissions or a missing mandatory field; or s) is submitted using an incorrect MI reporting Template; or t) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;

"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Model Grant Funding Agreement"	the standard funding agreement that should be signed by successful applicants;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>u) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>v) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>w) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>x) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>y) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure</p>

	<p>(including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>z) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>aa) Overheads;</p> <p>bb) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>cc) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>dd) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>ee) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>ff) the actual Costs profile for each Service Period;</p>
"Open Licence"	<p>means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles;</p>
"Order"	<p>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>
"Order Contract"	<p>the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;</p>
"Order Contract Period"	<p>the Contract Period in respect of the Order Contract;</p>
"Order Expiry Date"	<p>the date of the end of an Order Contract as stated in the Order Form;</p>
"Order Form"	<p>a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;</p>

"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended as specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>gg) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>hh) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>ii) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>jj) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>

"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Public Sector Body"	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>kk) full details of the Default that has occurred, including a root cause analysis;</p> <p>ll) the actual or anticipated effect of the Default; and</p> <p>mm) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>nn) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>oo) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and</p>

	from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>pp) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>qq) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"RTI"	Real Time Information;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or

	as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: rr) the Deliverables are (or are to be) provided; or ss) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the

	effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	<p>any:</p> <p>tt) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>uu) standards detailed in the specification in DPS Schedule 1 (Specification);</p> <p>vv) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>ww) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <p>xx) provides the Deliverables (or any part of them);</p> <p>yy) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>zz) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;

"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	<p>aaa) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>bbb) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>ccc) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Supplier Existing IPR Licence"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Supplier Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>ddd) Achieve a Milestone by its Milestone Date;</p> <p>eee) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>fff)comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;

"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Tax"	<p>ggg) all forms of taxation whether direct or indirect;</p> <p>hhh) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>iii) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>jjj) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in an Order Contract;
"Test Plan"	<p>a plan:</p> <p>kkk) for the Testing of the Deliverables; and</p> <p>lll) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;

"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.5 of Schedule 24;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive;
"United Kingdom"	the country that consists of England, Scotland, Wales, and Northern Ireland;
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;

"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

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

Contract Details	
This variation is between:	The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown (" the Buyer ") And Tribal Education Limited whose Head Office is at Kings Orchard Queen Street, St. Philips, Bristol, BS2 0HQ (" the Supplier ")
Contract name:	Multiply RCTs: Management of Intervention Delivery ("the Contract")
Contract reference number:	Con_22596
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Buyer/Supplier]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
Reason for the variation:	[insert] reason]
An Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert] amount]
	Additional cost due to variation: £ [insert] amount]
	New Contract value: £ [insert] amount]

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

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

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

3. What happens if you aren't insured

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

and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

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

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
1	3 August 2023	5 x Technical question bid responses (contains IP and bespoke Tribal methodology/know how)	5 years
2	3 August 2023	Pricing schedule (contains day rates and commercially sensitive information)	5 years
3	3 August 2023	Information relating to Key Personnel which is commercially sensitive	5 years

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

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

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

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

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

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

1.1 No Order Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice (**“Minimum Standards of Reliability”**) at the time of the proposed award of that Order Contract.

1.2 CCS shall assess the Supplier’s compliance with the Minimum Standards of Reliability:

1.2.1 upon the request of any Buyer; or

1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.

1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its DPS Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

Joint Schedule 10 (Rectification Plan)

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

Signed by the Supplier:		Date:	
Review of Rectification Plan [Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by an authorised signatory for and on behalf of The Secretary of State for Education:	Signature: Name (in Capitals):	Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

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

Status of the Controller

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

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

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

Where one Party is Controller and the other Party its Processor

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

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

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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

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

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

Annex 1 - Processing Personal Data

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller, and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• Names and contact details of Multiply RCT participants – email addresses and phone numbers• Profile of Multiply RCT participants – age, gender, ethnicity, health/disability status, employment status, prior qualifications, location, pre/post numeracy levels• Details of participants' engagement with Multiply RCT programmes – dates of engagement / participation, nature of engagement / participation, attainment• Names and contact details of staff delivering Multiply RCT programmes – email addresses and phone numbers• Names and contact details (email addresses and phone numbers) of staff representing local authorities and learning providers, to contact them for recruitment to Multiply RCTs
Duration of the Processing	Throughout the duration of the Contract

Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc. The Supplier will:</p> <ul style="list-style-type: none"> • Receive, by secure means, lists of named contacts from local authorities, stakeholders, providers and involved employers for the purposes of enabling contact with these individuals to recruit them to the trials • Receive, by secure means, personal data from the RCT evaluation supplier about potential participants for the trials for the purposes of enabling contact with these individuals to recruit them to the trials • Receive, by secure means, personal data from learning providers about actual participants of the trials for the purposes of monitoring the extent to which recruitment criteria have been met • Store these personal data securely for the duration of the project, using secure systems and limited access for authorised team members • Contact relevant target groups to secure their participation in the trials • Destruction of all personal data, including written and electronically stored notes and write ups, is scheduled for 12 months after final approval of the final research report to be published. <p>The purpose for collecting and processing personal data shall be 'public task'. All research will be consented to, and participants will be able to opt out.</p>
Type of Personal Data	<ul style="list-style-type: none"> • Names, addresses / postcodes, email addresses and phone numbers of individuals participating in Multiply RCT programmes • Demographic and profile information of individuals participating in Multiply RCT programmes – DOB/age, • gender, ethnicity, health/disability status, employment status, prior qualifications, pre/post numeracy level assessments

	<ul style="list-style-type: none"> Names and email addresses of those involved in the design, development, implementation, management and delivery of Multiply RCT programmes – including from DfE, local authorities, learning providers and other DfE suppliers
Categories of Data Subject	Multiply and AEB learners, employers, providers, LA stakeholders
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Destruction of all personal data, including written and electronically stored notes and write ups, is scheduled for 12 months after final approval of the final research report to be published.</p>

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

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

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

2.1 The Supplier shall:

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

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

3. Visibility of Supply Chain Spend

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

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Order Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Supplier performance against the top 1 KPI and the Social Value KPI.	Supplier to propose	Quarterly
Key Subcontractors	Key Subcontractors involved, their role and level of dependency on them	Supplier to propose	Contract Commencement and reviewed annually.

Order Schedule 2 (Staff Transfer)

1. Definitions

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

“Acquired Rights Directive” 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

"Employee Liability" 3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

"Old Fair Deal"

HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there

**"Staffing
Information"**

is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of

relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

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

Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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

3. Which parts of this Schedule apply

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

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

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

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

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
 - 1.8.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

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

2. Limits on the Former Supplier's obligations

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

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

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

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

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

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

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

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

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any

replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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

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

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

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

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

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

but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

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

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

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

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

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

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

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

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

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

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

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

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

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

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

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

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

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

Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

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

(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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

Order Schedule 4 (Order Tender)

1. Relevant knowledge, capability, capacity and experience for delivery:

Experienced delivery team

Tribal Group is an AIM-listed £84m turnover company, with 1000+ employees. We have 20+ years' experience of successfully working with the Department for Education (DfE) to deliver large-scale, long-term education interventions, e.g.:

- ✓ National Centre for Excellence in the Teaching of Mathematics (NCETM) (£9.5m): raising numeracy levels via 40 regional maths hubs.
- ✓ Advanced Mathematics Support Programme (AMSP) (£2.2m): delivered in partnership with MEI to increase participation in advanced maths.
- ✓ National Tutoring Programme (NTP) (£2.4m): quality assurance of 68 tuition partners (TPs).
- ✓ National Professional Qualifications (NPQ) Quality Assurance (£5.5m): quality assure and continuously improve NPQ provision.

Appendix 2.1.1a details our delivery team which includes individuals directly involved in the above programmes, together with experience and knowledge of wider interventions.

Meeting policy aims

Through a detailed literature research review, our ongoing partnership with MEI, and our Adult Numeracy Advisory Group's experience, we understand Multiply's overall objective is to increase the levels of functional numeracy in the UK's adult population, as well as strengthening the evidence base around what works to improve adult numeracy. Specifically, we recognise the aim to engage more of the 10m adults in England without a Level 2 Maths qualification (or equivalent functional skills) in numeracy training, so they can achieve better numeracy, enhanced qualifications, and better jobs.

We have organisational and individual delivery team member experience of delivering transformational interventions, for example through NCETM and AMSP, working in partnership with schools, sixth forms and FE colleges, as well as organisations like MEI. Through these interventions we have developed extensive insight into functional maths and the wider UK numeracy landscape, including the development of learning resources and maths mastery pedagogy. We have experience of developing resources to support individuals to work towards the GCSE by taking 'stepping-stone' qualifications such as Functional Skills Level 1/2 and Entry Level 1/2/3.

Target population

We have a clear understanding of the target population for the RCTs, drawing on the experience of our Adult Numeracy Advisory Group and MEI partnership to identify and engage with these cohorts, including:

- ✓ Not in education, employment and training (including economically inactive individuals)
- ✓ In employment
- ✓ At risk from social and digital exclusion
- ✓ Individuals whose first language is not English.

Through our existing programmes working with local authorities, further/adult education colleges, and close working with organisations e.g. Association of Teachers of Mathematics, we are experienced in identifying effective channels to engage with specific target groups. Proposals at this stage will include large-scale, targeted media campaigns, community marketing, learning champions, and messaging based interventions (e.g. SMS/WhatsApp).

Implementing randomised control trials (RCTs)

We recognise that the RCTs play a critical role within the Multiply theory of change, initially piloting promising products/approaches to improving adult numeracy, and building on the successful pilots to enable large-scale, high impact interventions. A core outcome of the initial trials will be to generate new, high-quality evidence on what works in adult numeracy, providing meaningful data to fill evidence gaps. This in turn will directly support Multiply delivery in local authorities improving its effectiveness and learner outcomes. Within the Tribal leadership team and Adult Numeracy Advisory Group we have direct experience of both designing RCT evaluations and implementing new pilot products evaluated via an RCT, including a £1m girls' education 2-year RCT evaluated by IPA/J-PAL, and designing the pilot of the FCDO 'What Works' Hub for Global Education. We will apply this experience to ensure the objectives of the Multiply RCTs are achieved.

Effectively managing intervention delivery

Our team is experienced in managing large-scale intervention delivery for DfE. E.g., our capability in coordinating and quality assuring large volumes of downstream delivery providers is evidenced through NTP and NPQ, both of which raise the learning quality delivered by providers to learners. Our role within NTP includes:

1. Developing and agreeing quality criteria for TPs
2. Designing/implementing process for ongoing quality assurance of all 68 TPs
3. Designing/implementing application and admission process enabling new TPs registration
4. Designing/managing online portal through which organisations submit ongoing programme data

5. Designing/implementing process for underperforming TP identification and mitigation
6. Providing relevant management information to DfE and other stakeholders

Effective fund distribution

We have extensive experience in fund distribution and payment processing. E.g. through NCETM Maths Hub Network Fund (MHNF) we were responsible for distributing £1,151,934 in 2021/22 AY for:

- ✓ Staffing salaries (primary and secondary leads and an administrative function) for 40 providers
- ✓ Costs related to each providers' agreed reach and engagement plan
- ✓ Charges for marketing materials using NCETM branding
- ✓ Event costs

Our grants/finance team assessed submissions for payment, reviewing against annual planning and expenditure guidelines, and delivery plan requirements, and assessing for potential fraud risk. Detailed reports were also provided to DfE including cost breakdown and remaining projected spend for the year.

In addition to project grant funding, Tribal has extensive experience of managing large volumes of payments (e.g. in June 2023 our payments processing team successfully processed and paid invoices to 2,237 suppliers over the month).

Team structure

Our team structure (Appendix 2.1.1a) enables resources to be flexed to meet the provisional Multiply RCT timeline and peaks in activity, such as the initial onboarding of providers. Key to providing flexibility will be:

- ✓ Our 9 project staff will be on flexible contracts allowing 3-5 days' work per week depending on needs (when not working on Multiply RCTs, staff will support other projects within Tribal)
- ✓ Additional Procurement Officer and Compliance Officer within Tribal central resources who will provide additional capacity on-demand, e.g. setting up the initial provider framework
- ✓ Project Manager Apprentice, and Finance/Compliance Apprentice providing cost-effective additional capacity, while developing these individuals for future full-time roles.
- ✓ Tribal's wide pool of Associates and other projects gives us access to dozens of additional skilled staff who can be flexibly deployed on-demand

The delivery team is supported by our corporate resources, including our payment processing team with flexible capacity to manage invoicing and distribution of funds based on the proposed trial numbers.

Appendix 2.1.1.A (Attachment for Q.2.1.1) Supplier: Tribal

Organisation chart

Summary of team members and role titles

Role	Capacity (for 11-15 trials)	Knowledge, capability and experience
Project Director	5 days/week or 100% FTE	<p>Over 6 years leading the evaluation process for DfE's National Centre for Excellence in the Teaching of Mathematics (NCETM) Jennifer has been instrumental to the impact of this programme, which has led to a DfE further DfE programme extension.</p> <ul style="list-style-type: none"> ✓ DfE NCETM Director for Evaluation ✓ Doctorate in Education ✓ Kent and Medway Maths Hub, Strategic Board member ✓ Chartered College of Teaching, Founding Fellow
Project Manager	5 days/week or 100% FTE	<p>Over five years' experience as a project manager within Tribal Group, drafting project and contract specifications for commissioned work, collating and analysing project contract and</p>

		<p>performance data, and ensuring data is managed in accordance with GDPR requirements. Recent projects and experience include:</p> <ul style="list-style-type: none"> ✓ The National Centre for Excellence in the Teaching of Mathematics (NCETM) and Maths Hubs ✓ Manage risk on operational delivery of the Maths Hubs and Teaching for Mastery Programme plans ✓ Drafting project and contract specifications for commissioned work ✓ Monitor and report on the operational and financial performance of the Maths Hubs and Teaching for Mastery programmes
Finance Manager	5 days/week or 100% FTE	<p>Over four years' experience working within Tribal Group, Rachel is experienced in budget monitoring, processing payments, invoices and expense claims. Projects she has directly supported that are relevant to the RCTs include:</p> <ul style="list-style-type: none"> ✓ The National Centre for Excellence in the Teaching of Mathematics

		<p>(NCETM) and Maths Hubs</p> <ul style="list-style-type: none"> ✓ Providing Financial Management monitoring and guidance to ensure NCETM finances remain within parameters ✓ Produce management information for senior leaders and contract managers ✓ National Childbirth Trust as a Senior Administrator and Education Office Manager
Assistant Project Manager	5 days/week or 100% FTE	<p>Laura has over five years' experience with Tribal Group as a project coordinator and manager. She has a strong track record in data entry, managing project finances and financial administrative tasks including liaising with the accounts payable team with regard to invoice queries. Recent projects and experience include:</p> <ul style="list-style-type: none"> ✓ Project Coordinator for Tribal Group ✓ Coordinating the Associate and Subcontractor commissioning process for DFE National Professional Qualifications quality assurance project ✓ Stock control administrator

		<ul style="list-style-type: none"> ✓ Quality Auditor for Manufacturing
Contracts Coordinator	5 days/week or 100% FTE	<p>Victoria has over four years' experience with Tribal Group, prior to which she worked as a communication executive and marketing project consultant. She is skilled at using Microsoft Office based programs, CRM software, procurement and document management systems, and an excellent communicator in all media. Recent relevant projects and experience include:</p> <ul style="list-style-type: none"> ✓ NCETM Business Support Officer ✓ OCR National Certificate in Business: Advanced Administration - Level 3 ✓ Annual regulatory security training, including data protection and security ✓ Development and practical workshops for working within an agile environment
Procurement Officer	5 days/week or 100% FTE	<p>Will's current business support administrator role focuses on finance and contracts for the NCETM project. This includes responsibility for all associate contracts and their subsequent invoice processing, and financial data validation for the 40</p>

		<p>nation-wide Maths Hubs. He also provides ongoing communication with directors and project leads, overseeing the Maths Hubs' expenditure and live income, as well as being a first point of contact for financial and project queries.</p>
<p>Compliance Officer</p>	<p>5 days/week or 100% FTE</p>	<p>Masooma has 15 years' experience inspecting public and private schools and TVET institutions. Specific skills she will bring to the contract include:</p> <ul style="list-style-type: none"> ✓ ISO 9001:2015 Quality Management System Lead Auditor (ID 42009 02255) ✓ Reviewer Competence Quality Mark Certificate (RCQM) - Education Development Trust, UK ✓ ISO 9001:2008 Internal Auditor Training course (Certificate Number: QMS 1314295)
<p>Project Manager Apprentice New staff hire</p>	<p>5 days/week (including training)</p>	<p>New entry level staff member recruited specifically from under-represented groups, who's in-work progress will be supported and championed through formal and informal training and mentoring during this project.</p>

Finance & Compliance Apprentice New staff hire	5 days/week (including training)	New entry level staff member recruited specifically from under-represented groups, who's in-work progress will be supported and championed through formal and informal training and mentoring during this project.
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2. Project portfolio management:

Overview

We have 20+ years' experience successfully delivering large-scale interventions of similar scope and complexity to the Multiply Randomised Controlled Trials (RCTs), including projects with multiple stakeholders and competing deadlines:

- ✓ **National Centre for Excellence in the Teaching of Mathematics (NCETM).** We are the consortium leader for the NCETM programme which aims to raise levels of achievement of mathematics in schools, sixth-form colleges and further education establishments. NCETM provides support through 40 regional Maths Hubs (which historically also were grant-managed via Tribal), which promote a maths mastery teaching approach to help learners develop deep and lasting procedural and conceptual mathematical understanding. Specifically, this involves working with stakeholders including the DfE and National College for Teaching Leadership as part of the selection process to identify schools/colleges to lead each hub. We also manage ongoing engagement with the 40 hub leads and strategic partners including delivering annual training to 140 Mastery Specialists in the Shanghai approach (involving close working with the England-Shanghai teacher exchanges), and ongoing strategic oversight of personal development for mathematics teachers.
- ✓ **National Tutoring Programme.** In 2022, we were awarded the contract to provide quality assurance of tuition partners for the National Tutoring Programme (NTP) who supply tutors directly to schools. This is a high-profile programme aiming to provide post-pandemic catch-up learning to students, and in particular those from disadvantaged backgrounds (a key target population for this contract). We manage a range of stakeholders, including 68 individual tuition providers, and subcontractors commissioned to provide expert input into developing the quality assurance framework, learning strategy and thought leadership pieces to promote awareness, as well as DfE.

This experience of rapidly establishing and coordinating sizeable delivery supply chains, contract-managing large volumes of learning providers, and quality assuring providers' downstream delivery informs our delivery approach for the Multiply RCTs.

Planning and implementation

The Project Director will oversee our structured approach to planning and implementing the Multiply RCTs and ongoing trial portfolio management. Activities will include:

Delivery programme

We will work collaboratively with the evaluation supplier, appropriate product developer representatives, and DfE through planning workshops to develop a master delivery programme based on the provisional Multiply RCTs' timeline. This will be developed by Tribal's 9 FTE project team using MS Project, identifying key mobilisation, implementation, delivery and completion timelines for all 13 trials, enabling:

- ✓ The Project Manager and Assistant Project Manager to coordinate and manage competing deadlines, e.g. simultaneous delivery of "Maths by Stealth" and "Context Curriculum" trials.
- ✓ Activities, timings and resources to successfully deliver all trials, and identify peak periods in activities (e.g. mobilising multiple trials) where we might need to flex-up resources.
- ✓ A holistic review of risks across multiple projects. E.g. by assessing the timeline for delivering trials, we might prioritise early recruitment of Mayoral Combined Authorities and upper tier local authorities who have the capacity to support the delivery of multiple trials thereby maximising learner recruitment.

The master programme will provide a high-level perspective for managing multiple individual trials. For each trial, the Assistant Project Manager will develop a clearly defined implementation and delivery plan identifying key deliverables together with a timeline and ownership of tasks. This will include:

- ✓ Dates for IDEA meetings where we will provide input together with the evaluation supplier and product developer to establish the Logic Model and TIDieR Framework
- ✓ Planned approach to provider recruitment including hierarchy of recruitment approaches (e.g. mass mailings, telephone calls, etc.)
- ✓ Dates for issuing and return of provider agreements for the specific trial
- ✓ Dates for monitoring delivery milestones, e.g. learner sign-up, enabling early management interventions should there be insufficient numbers to make the trial viable.

The programme will be used to identify critical path activities and interdependencies, as well as monitor delivery through weekly progress meetings with key stakeholders.

Engagement strategy

Led by the Project Manager, we will adopt a systematic approach to stakeholder engagement:

- ✓ Identifying and prioritising stakeholders including local areas (GLA, MCAs and Unitary LAs), providers (i.e. adult/FE colleges), as well as the evaluator, product developers, and the DfE.
- ✓ Stakeholder analysis. Conducting thorough analysis of each stakeholder to understand needs, expectations, interests and involvement against the master programme/individual trial programme.
- ✓ Develop a stakeholder engagement plan building on DfE's prior market engagement work and based on stakeholder analysis. This will include who they will engage, how/when they will be engaged, communications channels/formats, information exchange required. We will also leverage our existing networks, e.g. Association for Colleges and Education Training Foundation, to increase outreach.

Engagement will be tailored for the specific stakeholder, with approaches optimised based on feedback over the course of the trials.

Key risks

During mobilisation our Project Director will lead on identifying, assessing and responding to potential risks that could impact successful completion of the contract. Working in consultation with key stakeholders including the evaluation supplier, product development supplier, delivery partners and DfE through a series of risk management workshops, we will identify and co-develop a plan to mitigate/respond to each risk (avoidance, mitigation, transfer and acceptance). Based on our initial internal review of the specification and experience of delivering large-scale interventions, we have identified the following key risks:

Risk	Uncontrolled risk rating	Control measures	Risk rating
Under-recruitment of providers – undermining validity of trials, reputational damage, and	High	<ul style="list-style-type: none">✓ Using existing connections with providers✓ Leverage reach by	Medium

failure to meet contractual requirements		promoting opportunity through third parties e.g. NCTL	
Under-recruitment of learners by providers – undermining validity of trials	High	<ul style="list-style-type: none"> ✓ Contract terms incentivise full recruitment ✓ Using proven recruitment strategies ✓ Work with providers on multiple trials to strengthen relationships, increase volume of work ✓ Stress-testing learner drop-out assumptions pre-trial ✓ Implement national awareness campaign on social media 	Medium
Failure to prepare providers adequately for each trial – making trials null	Medium	<ul style="list-style-type: none"> ✓ Assess previous track record ✓ Comprehensive briefing/training sessions 	Low

		<ul style="list-style-type: none"> ✓ Robust assessment process ✓ Awareness of programme – DFE planned activities ✓ Apply lessons-learned from previous projects ✓ Ongoing compliance monitoring 	
Cross contamination between trials – validity of data compromised	Medium	<ul style="list-style-type: none"> ✓ Contract terms require strict adherence to documented procedures ✓ Avoid clustering trial in one area ✓ Readiness testing to confirm understanding ✓ Ongoing compliance monitoring 	Low
Payment irregularities/ duplication to providers – value-for-money paramount for Tribal and DfE	Medium	<ul style="list-style-type: none"> ✓ Payments linked to clearly defined evidenced-based milestones and learner data 	Low

		<ul style="list-style-type: none"> ✓ Compliance /audit checks to identify duplications ✓ Finance Manager (independent from delivery) oversees all payment authorisation providing further layer of compliance 	
Provider data inaccuracies – resulting in unusable data	Medium	<ul style="list-style-type: none"> ✓ Create and distribute standard data-capture templates ✓ Data/formats specified in contracts and delivery timelines ✓ Payments linked to milestones (including accurate data submission) 	Low

The risk register (stored on our Sharepoint system) is a live document which will be reviewed weekly to identify new and emerging risks, update risk scores and remove risks which no longer apply. E.g., our NTP Project Manager identified (in the weekly risk register review) a major upcoming policy change which would impact tuition providers; this was raised by the Project Director in the monthly strategic review, and by accelerating the accreditation process, Tribal mitigated the delivery risks to all stakeholders.

Updated versions of the risk register will be shared with DfE, comprising submission of an updated RAID log as part of weekly progress updates highlighting where new risks emerge, risk ratings change, and mitigations are developed and delivered.

Managing relationships with subcontractors

Contract management

Before the first trial, Tribal will establish a new national 'Multiply RCT framework agreement' through which all potential providers (MCAs, LAs, national providers) can sign up, understand the participation terms/conditions, and establish a formal commercial relationship with Tribal. Individual trials will then be entered into via specific framework call-offs with bespoke contractual milestones, allowing providers to opt-in to trials in a streamlined manner. Trial-specific call-off contracts will be monitored efficiently and accurately using our contract management software and reporting tools.

Tribal will conduct market engagement meetings with providers to explain the benefits and implications of participation in the wider Multiply 'What Works' research workstream, and to allow for pre-commercial consultation and design iterations.

Provider performance will be managed through:

- ✓ Clearly defined pre-trial provider readiness conditions, and trial milestone explanations (tied to provider payments)
- ✓ Clearly defined monitoring/QA processes, including:
 - Requiring providers to upload monitoring data onto our reporting platform, e.g. number of learners registered, learner attendance
 - Electronic checks of data by our Compliance Officer to confirm it meets pre-agreed requirements
 - Virtual audits, e.g. Teams calls to undertake a virtual headcount of learner attendance
 - In-person, unannounced audits, where the Project Director/Project Manager will undertake in-person spot-checks, e.g. visiting the FE college to observe learning intervention delivery
- ✓ Early warning management interventions (e.g. additional focus for learner under-recruitment), and swift, clearly defined escalation pathways in the event of continued underperformance

Provider engagement

The Project Manager and Contracts Coordinator will be responsible for engaging, onboarding and ongoing management of suppliers. Effective engagement will be achieved through:

- ✓ Implementing a comprehensive engagement campaign explaining the opportunity to suppliers including email/social media campaigns, news stories and online publications such as FEWeek.co.uk, followed up by webinars providing further detail and group/one-to-one virtual/face-to-face meetings. This will establish points of contact to develop strong working relationships and provide consistency across the supply chain, simplifying management.
- ✓ Sharing resources to support with recruiting learners (e.g. template emails, and posters which can be tailored to the specific trial)
- ✓ Providing accessible overviews (e.g. recorded webinars/FAQs) for each trial a provider signs up to, e.g. outlining the trial protocols
- ✓ Trial readiness assessments to confirm that the provider has understood requirements and is able to effectively deliver the trial.
- ✓ Our team will be available to discuss issues when required via email/telephone and attend meetings/informal face-to-face conversations with subcontractors at any time.

For clarity, we are delivering all elements of this contract in-house and will not be relying on subcontractors to undertake any elements of the delivery supplier responsibilities. However, we do have documented processes and procedures in place for identifying, selecting and managing subcontractors where required.

Engaging with DfE suppliers

During the contract mobilisation, the Project Director will send an email introduction to the evaluator to introduce our team, and arrange a time for an initial contract workshop, which will be used to:

- ✓ Establish a key point of contact and collaborative working arrangements in line with Schedule 24.
- ✓ Gather input into the overarching delivery plan including timing of individual trials, and the portfolio risk register.
- ✓ Agree working protocols for developing and gaining approval for Logic Model and TIDieR Frameworks.

We will maintain a close working relationship with the evaluator through formal meetings (virtual/in-person), email/telephone updates.

For individual trials (or batches of trials), we will engage with the product development suppliers via:

- ✓ An initial email introducing our team, and arranging a time for a contract workshop together with the evaluation supplier
- ✓ Developing an electronic onboarding guide setting out, e.g., an introduction to our organisations, terms of reference, protocols for conducting trials, key project gateways, management reporting etc.

- ✓ IDEA meetings to develop the Logic Model and TIDieR Frameworks in conjunction with the assessment provider
- ✓ Further workshops to develop engagement strategies with key stakeholders and a trial recruitment plan, and input into the project risk register and delivery plan
- ✓ Facilitating development and delivery of training on implementing the products and approaches, where necessary.

Throughout the trial we will hold monthly review meetings involving the evaluation supplier and product supplier to provide updates and review progress. Our ability to successfully collaborate with suppliers is demonstrated through both our NCETM and NTP contracts. E.g., following the award of the NTP contract, the timeline for contract mobilisation was reduced from 12 weeks to 4 weeks. Consequently, we worked intensively with our 45 tuition partners and sub-contractors to create a new quality assurance framework, which was successfully delivered on time for programme implementation.

3. Trial set-up approach:

Project plan

Team structure

Figure 1 outlines our team structure based on clearly defined roles and lines of communication and which is proportional to the trial requirements, with roles and responsibilities summarised in Table 1.

Table 1	
Role	Trial Responsibilities
Project Director	Senior management leadership and ultimate responsibility for successful trial delivery, and regular reporting back to DfE
Project Manager	Oversight of all non-financial elements including single point of contact with the evaluation supplier, product development supplier, and MCAs; responsible for monitoring milestones against the delivery plan

Finance Manager	Responsible for all financial matters and managing the distribution of funding to providers
Assistant Project Manager	Monitoring learner recruitment activities, delivery of the trial and timely resolution of issues
Project Manager Apprentice	Supporting project management by providing data collection and entry, alongside basic reporting
Contracts Coordinator	Liaising with 5 MCAs and implementing contracts/agreements with the 100 further education/adult education colleges to participate in the trial
Procurement Officer	Supporting and deputising for the Contracts Coordinator, and setting up appropriate commercial arrangements with each provider
Compliance Officer	Developing processes/guidance on processing and payment; undertaking electronic compliance checks of performance data
Finance and compliance apprentice	Supporting stakeholders by providing advice and/or addressing queries about the payments process.
Tribal Education Services Leadership	Management oversight and support for project leadership.
Adult Numeracy Advisory Group	Technical expertise and support for project leadership.
Provider Advisory Forum	Forum to access provider engagement and road-test trial specific challenges early.

The delivery team is supported by our central resources, which include our payment processing team who will manage invoicing and distribution of funds, and our IT team who will tailor our reporting platform for capturing trial-specific data (e.g. 13 x 2-hour consecutive learning sessions).

Milestones and key deliverables

During the trial set-up stage, the Assistant Project Manager will develop a clearly defined implementation and delivery plan in conjunction with the evaluation supplier

and solution provider which identifies milestones and key deliverables together with ownership of tasks, as defined in figure 2:

Figure 2: Trial Project Plan

The Project Manager will monitor progress of key milestones and deliverables against the trial-specific programme, using a combination of fortnightly progress meetings with key stakeholders (see below), electronic monitoring of data submitted via our Online Management Portal (OMP) reporting system, as well as informal check-ins via email and telephone.

Risk management

During the trial set-up, the Project Director will develop a trial-specific RAID log which will identify risks, assumptions and dependencies. We recognise that there are: i) collective risks associated with the successful delivery of the trial, and ii) risks that sit with individual stakeholders. As the delivery supplier, our role will be to ensure all risks are proactively identified, by engaging with the evaluation supplier and product developer and providers, and are monitored and addressed as the trial progresses. The six highest-rated risks identified for this trial are:

Risk Description	Likelihood (RAG)	Impact (RAG)	Mitigation	Residual Risk (RAG)
Delivery Supplier - Tribal				
Under-recruitment of providers			✓ Using existing connections with providers	

			<ul style="list-style-type: none"> ✓ Maximise uptake by promoting the opportunity through third-parties e.g. Association of Colleges 	
Providers not able to comply with trial protocols or product fidelity			<ul style="list-style-type: none"> ✓ Assess previous track record ✓ Comprehensive briefing/training sessions ✓ Robust assessment process ✓ Ongoing compliance monitoring 	
Payment irregularities/duplication (incl. fraud)			<ul style="list-style-type: none"> ✓ Proactive monitoring for early issue identification/mitigation ✓ Assign additional resources from our wider team e.g. Project 	

			Managers	
	Provider			
Under-recruitment of learners			<ul style="list-style-type: none"> ✓ Contract terms incentivise full recruitment ✓ Using proven recruitment strategies <p>Tribal: provide supporting collateral e.g. email templates/posters, social media messaging</p>	
High levels of learner drop-outs			<ul style="list-style-type: none"> ✓ Stress-test power calculations/tolerances during pre-trial ✓ Fortnightly monitoring to identify learner attendance & drop-outs ✓ Providing attendance reminders to learners via email ✓ Offering catch-up learner 	

			<p>sessions , where applicable</p> <p>Tribal will support through ensuring contingency within learner targets; monitoring of learner attendance via provider reporting fortnightly to early issue identification/mitigation</p>	
Cross-contamination of learners across/within trials			<ul style="list-style-type: none"> ✓ Learner self-declarations and trial briefings ✓ Provider pre-trial cross-checks and ongoing monitoring ✓ Tribal validation of providers' learners, plus spot-checks 	

The risk register is a live document, reviewed on a weekly basis, to identify new and emerging risks, update risk scores and remove risks which no longer apply.

Stakeholder management

Led by the Project Manager in conjunction with the Project Director, we will adopt a structured approach to stakeholder engagement for this trial:

- ✓ Identifying and prioritising stakeholder groups, which for this trial will include:
 - DfE
 - Evaluation provider
 - Product development supplier
 - The five MCAs who will aggregate 50 providers
 - 100 providers (i.e. adult/further education colleges)
 - Umbrella groups for reaching out to providers e.g. Association of Colleges
- ✓ Stakeholder analysis. Conducting a thorough analysis of each stakeholder to establish our expectations for this trial and their level of involvement.
- ✓ Develop a stakeholder engagement plan detailing all stakeholder groups, how they will be engaged, when and what channels/formats of communications, and what information exchange that is needed, which will be recorded within our CRM system.

Engagement will be tailored to each specific stakeholder, e.g., engagement of the five MCAs is part of our wider strategic approach for delivering the Multiply RCT programme as well as critical to the success of this trial. As a result, initial early conversations will be undertaken by the Project Director to gain buy-in to the programme, followed up with direct contact by the Project Manager with key contact points as we move into each specific trial. Stakeholder engagement and progress will be a permanent agenda point at monthly senior management meetings, as well as trial-specific project meetings.

Recruitment

Via the pre-trial IDEA meetings, we will work collaboratively with the evaluation supplier and product developer to identify key criteria for selecting trial delivery areas, considering the need to:

- ✓ Distribute providers across the UK, and include representation from urban and non-urban areas and all nine government regions.
- ✓ Include five MCAs, factoring in their current level of involvement and capacity in the wider Multiply RCTs.
- ✓ Avoid cross-contamination between different trials.
- ✓ Consider the benefits of geographically clustering providers to streamline delivery e.g. of site-based compliance checks.

Having identified the trial delivery areas, we will undertake a systematic, two-stage provider recruitment process:

1. Initial outreach to the five MCAs via their named point of contact, and mass email and social media campaigns to providers (using umbrella bodies, e.g. Association of Colleges, Education Training Foundation, to amplify messaging)
2. Details of those expressing interest are analysed, segmented and iterated to ensure desired geographical coverage is achieved, prior to targeted engagement via email, telephone and virtual/face-to-face meetings. Where there is any under-representation, we will identify the specific areas and undertake further targeted outreach, for example direct contact with further education colleges.

Once a list of interested providers is established, the Project Manager will deliver a group webinar detailing trial requirements and next steps prior to formal sign-up. MCAs and providers will be responsible for learner recruitment, and we will support this through a range of measures including:

- ✓ Webinars/briefings confirming the learner profile e.g. not participating in another trial; don't have Maths GCSE; from hard-to-reach groups (e.g. NEET)
- ✓ Promoting opportunities through existing networks (e.g. NCETM stakeholders)
- ✓ Providing supporting collateral e.g. template emails/posters which can be tailored to the trial, and social media campaigns (e.g. amplifying messaging by reposting)
- ✓ Acting as a broker between providers in the same area to align those who over- and under-recruit.

The Project Manager will liaise with the MCAs and providers to monitor recruitment on a fortnightly basis to enable early management interventions should there be a risk of under-recruitment.

Readiness requirements

The Project Manager will facilitate trial readiness assessments to confirm that all providers have understood requirements/protocols to be followed and are able to effectively deliver the trial through:

- ✓ Electronic information pack outlining objectives, procedures and timeline for trial
- ✓ Workshops (virtual/face to face) to brief on trial requirements (including differences for control vs treatment scenarios post-randomisation)
- ✓ Provider-driven capacity and quality self-declaration pro forma (with direct follow-up dialogue by exception, where appropriate)

We will ensure providers' input into meeting the trial set-up milestones in the following ways:

- ✓ Logic Model and TIDieR Framework, liaising with the evaluation supplier to establish a schedule of IDEA meetings, with direct involvement/inputs from our Provider Advisory Forum representatives, where appropriate.
- ✓ Timescales will be discussed during provider recruitment, with specifics of the draft delivery plan discussed during IDEA meetings and a draft version circulated to provider representatives prior to submission and sign-off by the DfE.
- ✓ Providers will be required to submit learner recruitment data every fortnight via our online reporting platform, detailing which recruitment approaches have been implemented. This is reviewed by the project management team, RAG-rated, and any issues discussed directly with the provider and action plans agreed.
- ✓ Providers' agreement completed/signed following trial readiness assessment.

During trials, we will ensure providers meet trial requirements through ongoing compliance checks and management interventions where required.

4. Trial delivery and fund distribution:

Delivery assurance plan

The Project Director will have ultimate responsibility for ensuring intervention delivery adheres to the specification and protocol for each individual trial. Delivery assurance plans will be tailored to the size and complexity of each trial, and incorporate the following core measures:

- ✓ Robust supplier contracts. In line with our ISO 9001:2015-certified Quality Management System, we have documented procedures for selecting/managing suppliers, ensuring they meet the high standards required for delivering the Multiply Randomised Control Trials (RCTs). Prior to becoming an approved supplier, organisations will provide information and evidence to include:
 - Prior delivery track record
 - Financial stability
 - Insurances
 - Worker competencies/qualifications and appropriate certification (e.g. Ofsted), to be validated by our compliance team to confirm required standards are met

The framework agreement with each provider will also include core contractual requirements (e.g. performance reporting), with tailored/additional requirements for each trial call-off.

- ✓ Delivery plan with documented performance milestones/deliverables. Each provider will self-report contract performance data via our online reporting platform against pre-agreed milestones/deliverables, which will include:
 - Learner recruitment, progress, attendance, and drop-out/completion data
 - Provider quality assurance and milestone delivery data
 - Trial data collection protocols required from providers
- ✓ Compliance checks. Undertaken by our Compliance Officer, checks will include:
 - Confirming attendance at product implementation training and successful completion of any associated assessment
 - 20% electronic checks of self-reported data, whereby we review and cross-check learner registrations against attendance registers
 - 15% virtual and in-person unannounced spot checks. These will be undertaken by the Project Director and Project Manager to confirm learner attendance and the quality of the trial delivery (against a proforma checklist, e.g. delivery style, engagement)

We will maintain a provider risk register which will RAG-rate all providers based on compliance checks, with increased checks for those most at-risk of not meeting contract deliverables, to ensure that delivery goals are achieved. In addition, we will implement proactive measures to support providers, including:

- ✓ RAG-dependent keep-in-touch meetings, where the project manager will meet (virtually/in person) to discuss progress against milestones and any specific challenges, including steps to resolve identified issues
- ✓ Webinars providing practical advice, e.g. measures to address learner drop-outs
- ✓ Dedicated email mailbox which providers can use to raise any issues or concerns. The mailbox will be monitored daily by the assistant project manager and we will use Freshdesk to analyse all communications to identify common themes which can then be addressed via webinars to the wider network of providers

This approach will provide consistency in the development/application of our delivery assurance plan, ensuring each trial adheres to the relevant specification and protocols, maximising the validity of data collected.

Funding management

Through programmes e.g. the £9m DfE National Centre for Excellence in the Teaching of Mathematics (NCETM), we are experienced in administering payments at-scale (NCETM has run since 2009, and has reached 10,000 schools via 40 regional Maths

Hub providers) and in implementing prescribed checks to confirm accuracy and avoid fraud. Our process will include:

- ✓ The Finance Manager will oversee all financial matters and managing the distribution of funding to providers with support from the Compliance Officer and our Finance and Compliance Apprentice. This team will provide points of contact for providers (email and telephone) to address queries about the payments process, together with webinars and documents guidance (see below) to ensure relationships are proactively managed.
- ✓ As part of our supplier onboarding process, we will provide documented guidance on our payment process, including what evidence is acceptable to support a claim, and how claims will be verified, processed and paid.
- ✓ Claims will be received electronically via Microsoft Dynamics365. In line with our ISO 27001:2013-certified information security management system we have robust processes in place for securely collecting, storing and destroying evidence relating to claims, in accordance with data protection legislation. This includes, for example, encrypted data transfer and secure destruction of data.
- ✓ All claims received via Dynamics365 will be collated, triaged, and reviewed by our finance and compliance team for completeness and accuracy, including:
 - Confirming which are verifiable and whether the necessary supporting evidence has been provided, for example, cross-referencing names of providers against the product development supplier's training register
 - Assessing all verifiable claims against agreed costs and, where appropriate, agreed payment schedules and any performance management issues, and confirming which can be paid

If information is correct the Finance Manager will approve the claim. If there are any issues, our finance and compliance team will contact the provider by email, explaining the reason for it being rejected and the need to resubmit. Where there is a serious issue, e.g. suspected fraud, this will be escalated to DfE, and the Finance Manager will discuss/agree next steps.

✓ Once approved, the claim will be sent via Dynamics365 to our payment processing team who will issue payment within 30 days to the delivery supplier. In addition to administering payments, the Finance Manager will use PowerBI to compile management and financial information reports for DfE. These will detail how much money has been released to date, to which providers, and for what activity/milestone.

During contract mobilisation, we will also provide a copy of our data security plan when recording and sharing all financial information to ensure DfE has the necessary information to process any compliance checks. We will also develop and agree a fraud plan and investigations process with DfE. This will include proactively monitoring/managing risks of fraudulent activity through background checks

undertaken as part of our approved supplier process. Ongoing compliance checks will be implemented, verifying the payment details on the invoice (e.g. bank account numbers), and monitoring patterns in supplier information (e.g. an issue with a provider on one trial would trigger checks on all trials in which they are involved). Provider declarations and subsequent spot-checks will also be deployed to prevent duplication of Multiply funding across local authority areas. See figure 1 for our funding management process.

5. Tackling workforce inequality:

Approach

Our specific intention is to recruit and support the in-work progression of junior colleagues from under-represented groups over this project. The Project Director will ensure our social value commitments are implemented, monitored and reported, and that the outcome of meaningful, long-term in-work progression across Tribal's project staff is accomplished. To ensure our commitments are realistic, we assume the 11-15 trial delivery scenario to quantify our commitments across a two-year period. To identify relevant commitments, we have:

- Reviewed our proposed staffing model to identify those roles we should target to maximise workforce progression benefits.
- Established a resource and skills matrix for the contract workforce to determine appropriate training and qualifications to support in-work progression.
- Consulted with Tribal's Head of Talent and external providers to gain their perspectives, and confirm our commitments are realistic.

Prior to contract award and at key milestones (e.g. if Tranche 2 is approved) we will work with the Department to confirm our social value plan fully aligns with their requirements.

Commitments and method statements

Commitment 1: Apprenticeship

Target: 1 x Project manager apprentice (level 2/3 diploma RQF in project management).

Method statement: This opportunity will be targeted at a new employee, with the goal of supporting them to gain a recognised qualification and ultimately progress to the role of Assistant Project Manager within two years.

- Tribal's Head of Talent will work with "good" or "outstanding" providers local to our Bristol or Sheffield offices (e.g. Learning Curve) to engage suitable candidates locally. Opportunities will also be promoted via our school/college outreach programmes where we already deliver careers advice and employment workshops.
- External shortlisted candidates will be invited to attend 20 hours of work experience to give them insight into the apprenticeship fit.
- The individual will undertake a structured programme incorporating on-the-job and provider-based training and be assigned a Project Manager mentor for additional support.

Time scales: Enrolled on apprenticeship by end of Q1.

Reporting metric: Number of apprenticeship opportunities (Level 2/3) created for under-represented groups.

Commitment 2: Apprenticeship

Target: 1 x Finance and compliance apprentice (level 2/3 diploma RQF in finance).

Method statement: This opportunity will be targeted at a new employee, with the goal of them achieving a recognised qualification and ultimately progress to the role of Compliance Officer within two years.

- Tribal's Head of Talent will work with "good" or "outstanding" providers local to our Bristol or Sheffield offices (e.g. Learning Curve) to engage suitable candidates locally. Opportunities will also be promoted via our school/college outreach programmes where we already deliver careers advice and employment workshops.
- External shortlisted candidates will be invited to attend 20 hours of work experience to give them insight into the apprenticeship fit.
- The individual will undertake a structured programme incorporating on-the-job and provider-based training and be assigned a Finance Manager mentor for additional support.

Time scales: Enrolled on apprenticeship course by end of Q1.

Reporting metric: Number of apprenticeship opportunities (Level 2/3) created for under-represented groups.

Commitment 3: T Level placements

Target: Create a minimum of 10 weeks of T Level industry placement opportunities for under-represented individuals studying management, administration, or finance.

Method statement: Tribal HR will undertake desktop research to identify schools and colleges within close proximity to our Bristol or Sheffield offices delivering T Levels (e.g. Bath College, Writhlington School) and will:

- Engage with organisations (email, telephone, virtual meetings) to make them aware of the opportunities we will create, provide detailed information and/or attend events to promote the placements.
- Identify suitable candidates, including opportunities to visit our offices and meet members of our contract team.
- Agree plans for undertaking the placements within the two-year contract period.

To ensure we support individuals from disadvantaged backgrounds, we will pay each candidate the Real Living Wage, provide a fund for travel and lunch, and develop a bespoke support programme, including remote working best practice.

Time scales: Placements will be provided each contract year, completed by the end of Q3.

Reporting metric: Number of T level industry placement weeks delivered for under-represented groups.

Commitment 4: Learning and development

Target: 400 people-hours of learning development achieved per year.

Method statement: Line Managers will be supported by Tribal's Talent Development Partner to implement personalised learning and development programmes with each member of the contract workforce. This will be delivered via a range of channels including LinkedIn Learning, Udemy and FutureLearn using a flexible, blended approach of digital and in-person tuition (5,600 hours delivered in 2022). Topics range from, e.g. database management to effective communication, directly supporting in-work progression.

Time scales: Completed annually by end of Q4.

Reporting metric: Total annual people-hours of learning development achieved.

Monitoring and reporting

The commitments above will be incorporated into a time-bound social value action plan with progress monitored by the Project Manager and reported monthly at contract management meetings to ensure commitments are fully met. Quarterly reports using the metrics detailed above will be compiled and submitted to the DfE in an agreed format, together with evidence, e.g. a copy of the apprentice's training diary.

Influencing

Through our contract delivery, we will influence staff, suppliers, customers and communities to support the policy outcome through:

- Annual appraisals, six-monthly reviews and monthly team talks with the contract workforce, where we will promote opportunities for continuous learning, and also issue quarterly surveys to identify additional training needs we can build into our learning resources.
- Sharing examples of employment and training best practice through our supplier communications. For example, this will include sharing copies of our recruitment charter, fair recruitment practices (blind CV sifting, gender balanced shortlisting, gender balanced panels) with managers within further education and adult education colleges we work with, and also advertising apprenticeship and T Level training placements with suppliers.
- Developing case studies, for example, on apprenticeships and T Level placements which will be shared via newsletters, our website and social media, promoting engagement with the wider community.

In addition, attendance at industry events where we are promoting the work of the Multiply randomised controlled trials (RCTs) will be used to highlight the added social value benefits being delivered.

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: con_22596

THE BUYER: The Secretary of State for Education acting as part of the Crown

BUYER ADDRESS: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

THE SUPPLIER: Tribal Education Limited

SUPPLIER ADDRESS: Kings Orchard Queen Street, St. Philips, Bristol, BS2 0HQ

REGISTRATION NUMBER: 04163300

DUNS NUMBER: **[Insert]** if known]

DPS SUPPLIER REGISTRATION SERVICE ID: **[Insert]** if known]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **1st November 2023**

It's issued under the DPS Contract with the reference number RM6322 for the provision of Fund Administration and Disbursement Services

DPS FILTER CATEGORY(IES):
N/A

ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6322
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6322
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for RM6322
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
 - Order Special Schedule 24 (Collaboration)
5. CCS Core Terms (DPS version) v1.0.2
6. Joint Schedule 5 (Corporate Social Responsibility) RM6322
7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

ORDER SPECIAL TERMS

The Parties acknowledge and agree that a new Order Special Schedule 25 (Collaboration) appended to this Order Contract is incorporated into and forms part of this Order Contract.

ORDER START DATE: **1st November 2023**

ORDER EXPIRY DATE: **31st March 2026**

ORDER INITIAL PERIOD: **31st October 2025**

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is:

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

See details in Order Schedule 5 (Pricing Details).

BUYER'S INVOICE ADDRESS:

Paper invoices are no longer accepted. Please submit to

AccountsPayable.OCR@education.gov.uk as per instructions in Order Schedule 5 (Pricing Details).

BUYER'S AUTHORISED REPRESENTATIVE

Sharon Moore

Commercial Lead, Skills, Commercial Directorate

sharon.moore@education.gov.uk

20 Great Smith St, London SW1P 3BT

BUYER'S ENVIRONMENTAL POLICY

The Department for Education's measures to reduce energy consumption and costs, and carbon emissions is available online at:

<https://www.gov.uk/government/organisations/department-for-education/about/our-energy-use>

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

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

BUYER'S SECURITY POLICY

See details in Order Schedule 9 (Security).

No Buyer's Security Policy is to apply in addition to the requirements of Schedule 9 (Security)

Further requirements regarding Testing Standards can be found at:

<https://www.gov.uk/government/publications/it-health-check-ithc-supporting-guidance>

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

See details in Order Schedule 15 (Order Contract Management).

PROGRESS MEETING FREQUENCY

See details in Order Schedule 15 (Order Contract Management).

KEY STAFF

KEY SUBCONTRACTOR(S)

Not applicable.

The supplier and all the above Key Subcontractors are hereby permitted to transfer Personal Data outside of the UK or EU where they conform with the conditions of Joint Schedule 11 (Processing Data) Clause 6 (d) (i) to (iv).

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender) and the associated Social Value KPI detailed in Order Schedule 14 (Service Levels).

For and on behalf of the Supplier:		For and on behalf of the Buyer: Signed by an authorised signatory for and on behalf of The Secretary of State for Education:	
Signature:		Signature:	
Name:		Name:	
Role:	Managing Director Education Services	Role:	Associate Commercial Specialist
Date:	1/11/2023	Date:	2/11/2023

Order Schedule 7 (Key Supplier Staff)

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

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"Annual Revenue"	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
"Appropriate Authority" or "Appropriate Authorities"	<p>means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;</p>
"Associates"	<p>means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;</p>
"BCDR Plan"	<p>has the meaning given to it in Paragraph 2.2 of this Schedule;</p>
"Business Continuity Plan"	<p>has the meaning given to it in Paragraph 2.3.2 of this Schedule;</p>
"Class 1 Transaction"	<p>has the meaning set out in the listing rules issued by the UK Listing Authority;</p>
"Control"	<p>the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether</p>

through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” shall be interpreted accordingly;

**“Corporate
Change Event”**

means:

- (1) any change of Control of the Supplier or a Parent Undertaking of the Supplier;
- (2) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
- (3) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
- (4) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
- (5) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
- (6) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;
- (7) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
- (8) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or

agreement being made with creditors of any member of the Supplier Group;

- (9) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or

any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Critical National Infrastructure”

means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or

significant impact on the national security, national defence, or the functioning of the UK;

“Critical Service Contract”

a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;

“CRP Information”

means, together, the:

Group Structure Information and Resolution Commentary; and

UK Public Sector and CNI Contract Information;

“Dependent Parent Undertaking”

means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;

"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS

bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and

“UK Public Sector / CNI Contract Information”

means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 2 of Part B;

Part A: BCDR Plan

1. BCDR Plan

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

1.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:

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

1.2.2 the recovery of the Deliverables in the event of a Disaster

1.3 The BCDR Plan shall be divided into four sections:

1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

1.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**);

1.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**); and

1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key Subcontractors and/or any Supplier Group member (the **“Insolvency Continuity Plan”**).

1.2 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2. General Principles of the BCDR Plan (Section 1)

2.1 Section 1 of the BCDR Plan shall:

2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

- 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 2.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 2.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans;
- 2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;

- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
 - 2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
 - 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

3. Business Continuity (Section 2)

- 3.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 3.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 3.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 3.2 The Business Continuity Plan shall:
 - 3.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 3.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed

relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

- 3.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

4. Disaster Recovery (Section 3)

- 4.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer 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.
- 4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 4.2.1 loss of access to the Buyer Premises;
 - 4.2.2 loss of utilities to the Buyer Premises;
 - 4.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 4.2.4 loss of a Subcontractor;
 - 4.2.5 emergency notification and escalation process;
 - 4.2.6 contact lists;
 - 4.2.7 staff training and awareness;
 - 4.2.8 BCDR Plan testing;
 - 4.2.9 post implementation review process;
 - 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 4.2.11 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;
 - 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 4.2.13 testing and management arrangements.

5. Insolvency Continuity Plan (Section 4)

- 5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event

of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

5.2 The Insolvency Continuity Plan shall include the following:

- 5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
- 5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
- 5.2.3 plans to manage and mitigate identified risks;
- 5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
- 5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

- 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 Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables 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 such period as the Buyer shall reasonably require.

- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals 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 Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer 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 Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless 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 and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer 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 measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

8.1 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 Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

8.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

8.2.1 Where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

8.2.2 Where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

9. Circumstances beyond your control

9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

10. Amendments to this Schedule in respect of Bronze Contracts

10.1 Where a Buyer's Order Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Order Schedule 8, shall be disapplied in respect of that Contract:

10.1.1 Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;

10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;

10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part A;

10.1.4 Paragraph 8.2 of Part A; and

10.1.5 The entirety of Part B of this Schedule.

10.2 Where a Buyer's Order Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Order Schedule 8, shall be deemed to be deleted:

- 10.2.1 Annual Review;
- 10.2.2 Appropriate Authority or Appropriate Authorities;
- 10.2.3 Associates;
- 10.2.4 Class 1 Transaction;
- 10.2.5 Control;
- 10.2.6 Corporate Change Event;
- 10.2.7 Critical National Infrastructure;
- 10.2.8 Critical Service Contract;
- 10.2.9 CRP Information;
- 10.2.10 Dependent Parent Undertaking;
- 10.2.11 Group Structure Information and Resolution Commentary;
- 10.2.12 Parent Undertaking;
- 10.2.13 Public Sector Dependent Supplier;
- 10.2.14 Subsidiary Undertaking;
- 10.2.15 Supplier Group;
- 10.2.16 UK Public Sector Business; and
- 10.2.17 UK Public Sector/CNI Contract Information.

Part B: Corporate Resolution Planning

1. Service Status and Supplier Status

- 1.1 This Contract is not a Critical Service Contract.
- 1.2 The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Order Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2. Provision of Corporate Resolution Planning Information

- 2.1 Paragraphs 2 to 4 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
 - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
 - 2.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 is split into two parts:
 - (a) Group Structure Information and Resolution Commentary;
 - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;
 - 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision

in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

- 2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.
- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since

it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.

2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);

2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;

2.8.3 within 30 days of the date that:

(a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or

(b) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

(a) updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or

(b) unless not required pursuant to Paragraph 2.10.

2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 Aa3 or better from Moody's;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8.

2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.

3. Termination Rights

3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

4. Confidentiality and usage of CRP Information

4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

- 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part B and Clause 15 of the Core Terms.
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
 - 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (a) summarising the information;
 - (b) grouping the information;
 - (c) anonymising the information; and
 - (d) presenting the information in general terms
- 4.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Appendix 1: Group structure information and resolution commentary

1. The Supplier shall:

- 1.1 provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
- 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

Appendix 2: UK Public Sector / CNI Contract Information

1. The Supplier shall:
 - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - 1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
 - 1.1.3 involve or could reasonably be considered to involve CNI;
 - 1.2 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security requirements where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

2. Complying with security requirements and updates to them

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

Policy within DPS Schedule 6 and shall ensure that the Security Management Plan produced by the Supplier fully complies with such Security requirements (referred to throughout this Schedule 9 as the Security requirements) .

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

3. Security Standards

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

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall

thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security requirements; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security requirements;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

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

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

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

5. Security breach

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

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

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

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and

- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security requirements (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether

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

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan

within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables

(including all changes under the Variation Procedure);
and

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

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

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

5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- 7.2.1 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

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

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

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

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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

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

8.2.2 which, if any, of:

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

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

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

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The

Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

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

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

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

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

Order Schedule 14 (Service Levels)

DEFINITIONS

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

"Key Performance Indicator" or "KPI"	means each of the key performance indicators set out in the Annex to Part B of this Schedule;
"KPI Failure"	means a failure by the Supplier to deliver any part of the Services to performance meet or exceed the KPI Threshold;
"KPI Threshold"	means the threshold which determines if the Supplier has achieved a KPI as set out in the Annex to Part B of this Schedule;
"Performance Monitoring Reports"	as defined in Paragraph 2.3 of this Schedule;
"Service Level"	the service levels to which the Services are to be provided as set out in the Annex to Part A of this Schedule;
"Service Credits"	means the sums set out in the Annex to Part A of this Schedule and payable by the Supplier to the Buyer if there is a Service Level Failure;
"Service Level Failure"	means a failure by the Supplier to deliver any part of the Services to meet or exceed the Service Level Threshold;
"Service Level Performance Measure"	means the metric used to measure the performance of a Service Level as set out in the Annex to Part A of this Schedule; and
"Service Level Threshold"	the threshold, which determines if the Supplier has achieved a Service Level, as, set out in the Annex to Part A of this Schedule.

Part A – Service Levels

1. Service Levels

Service Levels

1.1 The Supplier shall ensure that the Services meet or exceed the Service Level Threshold at all times from the Start Date.

1.2 The Supplier shall provide the Buyer with a monthly report detailing its performance in respect of each of the Service Levels ("**Performance Monitoring Reports**").

1.3 Each Performance Monitoring Report shall contain the following information:

- 1.3.1 for each Service Level, the Service Level Threshold achieved;
- 1.3.2 a summary of all Service Level Failures;
- 1.3.3 for any repeat Service Level Failures, actions taken to rectify or to prevent the Service Level Failure from recurring;
- 1.3.4 the Service Credits (if any) due to Buyer; and
- 1.3.5 such other details as the Buyer may request from time to time.

1.4 The Supplier and Buyer shall attend meetings to discuss the Performance Monitoring Reports ("**Performance Meetings**") on a Monthly basis.

1.5 The Performance Meetings shall:

- 1.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier to the Buyer at such location and time (within normal business hours) as agreed by the parties;
- 1.5.2 be attended by the Supplier's Representative and the Buyer's Representative; and
- 1.5.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting within 5 days of the Performance Meeting and any other recipients agreed at the relevant meeting.

1.6 The minutes of the preceding Month's Performance Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

1.7 The Supplier shall promptly provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the Supplier's achievement of the Service Levels and calculation of Service Credits.

1.8 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least six (6) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

- 1.8.1 the total number of Service Levels for which the Service Level Performance Measure weighting is to be changed does not exceed the number applicable as at the Start Date;
- 1.8.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

Service Level Failure

1.9 If there is a Service Level Failure, the Supplier shall:

- 1.9.1 immediately notify the Buyer in writing of the Service Level Failure;
- 1.9.2 provide the Buyer with a Rectification Plan in accordance with Clause 10.3 (Rectification Plan Process) of the Contract;
- 1.9.3 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring;
- 1.9.4 carry out the actions identified in the Rectification Plan in accordance with its terms;
- 1.9.5 In the event of failure by a local authority and / or a provider contracted to a local authority, the Delivery supplier will not be penalised if the Supplier is able to provide evidence sufficient monitoring of the Supplier was carried out. The Buyer will review all evidence provided by the Supplier and determine if monitoring was sufficient.

1.10 The Supplier acknowledges that a Service Level Failure shall entitle the Buyer to the rights set out at Paragraphs 1.11 and 1.12 including the right to receive Service Credits. The parties agree that Service Credits are a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of a Service Level Failure.

Remedies for Service Level Failures

1.11 Subject to Paragraph 1.12, the Buyer shall be entitled to Service Credits for any Service Level Failure.

1.12 Failure by the Supplier to achieve three (3) or more Service Levels in any period of six (6) consecutive Months will constitute a material Default, for which the Buyer is entitled to: (a) terminate the Contract pursuant to Clause 10.4.1(d) of the Contract and (b) receive Service Credits.

1.13 Service Credits shall be shown as a deduction from the amount due from the Buyer to the Supplier in relation to the applicable invoice.

1.14 For milestones that are missed, revised milestones will be mutually agreed which will include revised timings and revised services credits which shall be determined reasonably by the buyer. Any failure to meet the mutually revised

milestones may result in service credits being payable to the Buyer subject to paragraph 1.12.

Annex to Part A: Services Levels and Service Credits Table

Service Level	Service Level Performance Description and Measurement	Service Level Performance Measure	Service Level Threshold	Service Credits
SLA 1: Service Provision – On Time (Critical Service Level)	<p>The Supplier shall adhere to the overarching delivery plan and individual trial delivery plans.</p> <p><i>Measurement: % of milestones completed on time. Monitoring of written progress reports. by DfE.</i></p> <p>Milestones will be mutually revised and agreed during trial set up. Once a trail begins milestones will be fixed.</p>	<p>Good: 100% of milestones completed on time Approaching Target: 97-99% of milestones completed on time</p> <p>Requires Improvement: 95-96% of milestones completed on time</p> <p>Inadequate: less than 95% of milestones completed on time</p>	Supplier to be rated as 'Good' or "Approaching Target".	2.5% of Monthly Management Fee to be paid by Supplier to Buyer
SLA 2: Service Provision – Readiness Requirement (Critical Service Level)	<p>The Supplier shall ensure that a sufficient number of learning providers meet all readiness requirements in line with the agreed project plan. Including training, contracts/agreements in place, course advertisement.</p> <p><i>Measurement: A sufficient number of trial providers that meet the readiness requirements prior to trial commencement. Proof that trial providers meet the readiness requirements to be provided by the Supplier to the Buyer, prior to the commencement of each trial. Evidence of readiness will be provided to the Buyer in table format. The Buyer will provide the appropriate template to the supplier to complete.</i></p>	<p>Good: 100% of trial providers meet the readiness requirements as set by the Buyer.</p> <p>Approaching Target: 97-99% of trial providers meet the readiness requirements</p> <p>Requires Improvement: 95-96% of trial providers meet with the readiness requirements</p> <p>Inadequate: less than 95% of trial providers meet with the readiness requirements</p>	Supplier to be rated as 'Good' or 'Approaching Target'.	2.5% of Monthly Management Fee to be paid by Supplier to Buyer
SLA 3: Service Provision – Payment Timeliness (Critical Service Level)	<p>The Supplier shall ensure that all payments required to be made to any party being managed on behalf of the Buyer during the trials, will be paid in line with the DPS Core Terms.</p> <p><i>Measurement: evidence of verified payments made within the 30-day time frame.</i></p> <p><i>For exceptional circumstances the Supplier will notify the Buyer as soon as possible of any late payments. The supplier may be required to provide evidence and reasoning to the Buyer to prevent service credits.</i></p>	<p>Good: 100% of all payments are made in accordance with Buyer's payment commitment.</p> <p>Approaching Target: 97-99% of all payments are made in accordance with Buyer's payment commitment</p> <p>Requires Improvement: 95-96% of all payments are made in accordance with Buyer's payment commitment</p> <p>Inadequate: less than 95% of all payments are made in accordance with Buyer's payment commitment.</p>	Supplier to be rated as 'Good'.	2.5% of Monthly Management Fee to be paid by Supplier to Buyer
SLA 4: Project and Programme Management - Progress Reports (Critical Service Level)	<p>Progress reports should be circulated by the Supplier to the Buyer more than one Working Day before the scheduled progress meeting.</p> <p><i>Measurement: review of if and when progress reports were received by the Buyer.</i></p>	<p>Good: Supplier provides the report to Buyer, on average, more than 1 day before the meeting.</p> <p>Approaching target: Supplier provides the report to Buyer, on average, 1 day before the meeting.</p> <p>Requires Improvement: Supplier provides the report to Buyer, on average, on the day of</p>	Supplier to be rated as 'Good' or 'Approaching Target'.	2.5% of Monthly Management Fee to be paid by Supplier to Buyer

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		the meeting. Inadequate: supplier does not provide Buyer, on average, with a report prior to the meeting.		
SLA 6: Communication	The Supplier shall meet with Buyer within 5 Working Days of the Buyer's request. <i>Measurement: review of if and when the meeting took place.</i>	Good: Supplier meets with Buyer within 5 days of the Buyer's request. Approaching Target: Supplier meets with Buyer on day 6 of the Buyer's request. Requires Improvement: Supplier meets with Buyer on day 7 of the Buyer's request. Inadequate: Supplier meets with Buyer more than 7 days following the Buyer's request.	Supplier to be rated as 'Good'.	0%
	The Supplier shall provide the Buyer with meeting notes no later than 5 Working Days after each meeting. <i>Measurement: review of if and when the meeting notes were received by the Buyer.</i>	Good: Supplier provides meeting notes to Buyer within 5 days of the meeting. Approaching Target: Supplier provides meeting notes to Buyer on day 6 following the meeting. Requires Improvement: Supplier provides meeting notes to Buyer on day 7 following the meeting. Inadequate: Supplier provides meeting notes to Buyer more than 7 days following the meeting.	Supplier to be rated as 'Good'.	0%
SLA 7: Project and Programme Management - Ad hoc reporting	The Supplier shall provide to the Buyer reasonable requests for reports (e.g., financial reports and information reports) requested by Buyer, in a format requested by Buyer within 5 Working Days of Buyer's request. <i>Measurement: review of if and when reports were received by the Buyer.</i>	Good: Supplier provides the report to Buyer within 5 days of Buyer's request. Approaching Target: Supplier provides the report to Buyer on day 6 of Buyer's request. Requires Improvement: Supplier provides the report to Buyer on day 7 of the Buyer's request. Inadequate: Supplier provides the report to Buyer more than 7 days following the Buyer's request.	Supplier to be rated as 'Good'.	0%
SLA 8: Project and Programme Management - Actions	All action points from scheduled progress meetings to be circulated by the Supplier to the Buyer within three days of the meeting. <i>Measurement: review of if and when action points were received by the Buyer.</i>	Good: Supplier provides action points to Buyer within more than 3 days before the meeting. Approaching Target: Supplier provides action points to Buyer within 3 days of the meeting. Requires Improvement: Supplier provides action points to Buyer more than 3 days	Supplier to be rated as 'Good' or 'Approaching Target'.	0%

		<p>following meeting.</p> <p>Inadequate: the supplier does not circulate action points to Buyer.</p>		
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Part B: Key Performance Indicator

1. Key Performance Indicators

1.1 The Supplier shall ensure that the Services meet or exceed the KPI Threshold at all times from the Start Date.

1.2 The Supplier shall update the Buyer on the performance of all Key Performance Indicators via the monthly dashboard.

1.3 If the Supplier fails to deliver any part of the Services to meet or exceed the KPI Threshold, the Supplier shall:

- 1.3.1 Immediately notify the Buyer in writing;
- 1.3.2 Provide the Buyer with a Rectification Plan in accordance with Clause 10.3 (Rectification Plan Process) of the Contract;
- 1.3.3 Deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the KPI failure from occurring; and
- 1.3.4 Carry out the actions identified in the Rectification Plan in accordance with its terms.

Annex to Part B: Key Performance Indicators Table

Key Performance Indicators

Key Performance Indicators

Service Area		KPI Description and Measurement		KPI performance measure		KPI Threshold
Delivery Assurance		The Supplier shall use suitable delivery assurance processes throughout the contract as agreed with Buyer at the Start Date. This should include plans that are tailored to the size and complexity of each trial, and incorporate the following core measures: <ul style="list-style-type: none">Robust supplier contractsDelivery plan with documented performance milestones/deliverablesCompliance checks		Good: Supplier uses an agreed assurance process 100% of the time		Supplier to be rated as 'Good'
		<i>Measurement: Monitoring of written progress reports and actions plans by DfE during each monitoring period.</i> <i>At the buyers discretion, customer survey feedback that delivery assurance processes are maintained 'all' or 'almost all' of the time during each monitoring period. Customers to include DfE research, policy, PPM and Other Suppliers</i>		Approaching Target: Supplier uses agreed quality assurance process 97-99% of the time Requires Improvement: Supplier uses agreed quality assurance process 95-96% of the time		
Social Value		The Supplier shall meet the Social Value commitments as outlined in DPS Order schedule 4 – Order Tender '5. Tackling workforce inequality'. This KPI will be reviewed after the first 6 months of the contract when the social value commitment can be determined based on scale of delivery, working assumption for 13 trials is: <ul style="list-style-type: none">1 x Project manager apprentice1 x Finance and compliance apprentice2x5 week of T Level industry placement opportunities for under-represented individuals studying management.		Good: Supplier meets all 4 commitments annually. Approaching Target: Supplier meets 3/4 commitments annually. Requires Improvement: Supplier meets 2/4 commitments annually.		Supplier to be rated as 'Good'

	<p>administration, or finance, over the two year contract.</p> <ul style="list-style-type: none"> • 400 people-hours of learning development achieved per year <p><i>Measurement: Quarterly reports submitted to the DfE in an agreed format, together with evidence.</i></p>	<p>Inadequate: Supplier meets all 0 commitments annually.</p>	
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Collaboration Key Performance Indicators

This section links to the information provided in Order Special Schedule 24 – Collaboration Schedule.

KPI	KPI Description and Measurement	Rating Threshold	Target
Attendance	Supplier attends each IDEA meeting, as agreed in the IDEA delivery plan and approved by the Buyer RCT Technical Steering Group. <i>Measurement: review of attendance list from IDEA meeting minutes.</i>	Good: Supplier attends 100% of meetings Approaching Target: Supplier attends 97-99% of meetings Requires Improvement: 95-96% of meetings Inadequate: Supplier attends less than 95% of meetings	Supplier to be rated as 'Good'
Access to Staff	Supplier ensures the most appropriate staff are involved in collaborative working so expertise can be shared and decisions made according to the deadline(s) set in Order Schedule 24 – Collaboration Schedule. <i>Measurement: the deadlines in Order Schedule 24 – Collaboration Schedule are achieved by the Supplier.</i>	Good: Supplier achieves 100% of the deadlines in Order Schedule 24 – Collaboration Schedule Approaching Target: Supplier achieves 97-99% of the deadlines in Order Schedule 24 – Collaboration Schedule Requires Improvement: Supplier achieves 95-96% of the deadlines in Order Schedule 24 – Collaboration Schedule Inadequate: Supplier achieves less than 95% of the deadlines in Order Schedule 24 – Collaboration Schedule	Supplier to be rated as 'Good' or 'Approaching Target'
Transparency	Supplier shares all required information, as outlined in each relevant IDEA delivery plan, and approved by the Buyer RCT Technical Steering Group, with the RCT evaluator and the RCT Products Supplier(s) by the deadline(s) in the IDEA delivery plan. <i>Measurement: the deadlines to share information in the IDEA delivery plan are achieved by the Supplier</i>	Good: Supplier achieves 100% of the deadlines in the IDEA delivery plan Approaching Target: Supplier achieves 97-99% of the deadlines in the IDEA delivery plan Requires Improvement: Supplier achieves 95-96% of the deadlines in the IDEA delivery plan Inadequate: Supplier achieves less than 95% of the deadlines in the IDEA delivery plan	Supplier to be rated as 'Good' or 'Approaching Target'
Responsive-ness	Supplier ensures they respond to requests from the <u>Buyer</u> , the Products Supplier(s) and the Evaluation Supplier within 5 working days of them being made (<i>NB a response includes escalation to</i>	Good: Supplier responds to 100% of requests within 5 working days of a request	Supplier to be rated as 'Good' or 'Approaching Target' on both measures

Order Schedule 15 (Order Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule; and
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;-

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project/Contract Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives, and specific provisions of this Contract can be fully realised.

3. Role of the Supplier Contract Manager

1. The Supplier's Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another suitably qualified person at the Supplier but must inform the Buyer in writing before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position themselves and shall notify the Buyer in writing and

3.1.4 replaced by another suitably qualified person as the supplier only after the Buyer has received written notification of the proposed change.

2. The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's

Contract Manager's responsibility to ensure the information is provided to all Supplier staff and the actions implemented.

3. Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations, or liabilities under the Contract.
4. The supplier's Contract Manger shall provide to Buyer such reports and join such meetings as identified in the Annex to this Schedule

4. ROLE OF THE OPERATIONAL BOARD

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Operational Board members, frequency and location of board meetings and planned:

	Buyer Contact	Responsibility	Supplier Contact	Responsibility
Lead Role	Buyer Contract/ Project Manager	Day-to-day project manager and key point of contact for the delivery supplier (and other buyer RCT suppliers).	Supplier Project Manager	Day-to-day project manager and key point of contact for the buyer (and other buyer RCT suppliers).
Supporting Role	Buyer Policy Lead	Provides additional support to the Contract Manager	Assistant Project Manager	Provides additional support to the Project Manager
Seniority Level 1	Buyer Programme Director	Provides additional support to the Contract Manager and Policy Lead and holds overall responsibility for the intervention delivery.	Pending appointment as interim Supplier Project Director	Provides additional support to the Project Manager and Assistant Project Manager and holds overall responsibility for the intervention delivery.

Seniority Level 2	<p>Richard Vaughan Senior Responsible Officer for</p> <p>Multiply programme – Deputy Director for Multiply and Essential Skills</p>	<p>Holds overall accountability for the Multiply programme and chairs the Multiply Delivery Board</p>	<p>Kathryn Harris- Gurner Operations & Performance Director</p>	<p>Holds overall accountability for Tribal's actions in the Multiply Delivery Board.</p>

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings 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 an appropriate delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings (Contract Review Meetings – Annex A) will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

4. Contract Risk Management

1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
2. The Supplier shall develop, operate, maintain, and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

1. the identification and management of issues; and
2. monitoring and controlling project plans.
3. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
4. The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

5. Contract Management Plan

6.1 The Buyer and Supplier will agree a contract management plan prior to the contract going live which will include how the Buyer will assure the Suppliers delivery and spend and key contacts to be involved:

Annex A: Progress Reporting

Progress Reports;

The Supplier's Contract Manager will be required to provide, the following documentation and information to the Buyer's Contract Manager, at the specified

intervals and such other documentation and information requested by Buyer from time to time in relation to the services;

Documentation/Information	Reporting Frequency
Details of the Supplier Staff including: name of each Supplier Staff; role of each Supplier Staff; contact details of each Supplier Staff; access requirements e.g. building access;	At Contract Award and prior to any changes to the Supplier Staff details.
Project Plan – with dates aligned to the Document 3: Specification - Section 6 Milestone dates.	<p>The Supplier shall provide the Project Plan to the Buyer following attendance at the first round of IDEA meetings.</p> <p>The Supplier's Contract Manager shall attend weekly progress meetings (at date and time agreed by the parties) and as required by Buyer from time to time. The purpose of the meetings is to monitor and review Supplier's compliance with the Project Plan ("Project Plan Progress Meeting"). The Supplier's Contract Manager shall provide a weekly update (via email) to Buyer on the progress of the Project Plan. The update should include: (a) Supplier's progress since the last Project Plan Progress Meeting, (b) trial delivery status (including readiness requirements), (c) forthcoming deadlines/milestones and (d) any risks or issues identified by Supplier which may impact delivery of the project plan.</p>
Supplier Recruitment and Delivery Assurance – To include evidence that what is funded is being delivered (recruitment and delivery) and action taken to address issues.	Monthly Updates
Supplier RAID Log	Weekly

Progress Meetings:

The Supplier's Contract Manager will be required to attend, together with any other relevant Supplier Staff who are engaged in the delivery of the Supplier's obligations

under the Order Contract, the following meetings, either face to face or remotely, with the Buyer throughout the Contract Period and such other meetings requested by Buyer from time to time.

Progress Meeting Name/Description	Attendees	Frequency
Project Plan Progress Meeting - on progress against the milestones. (assume 95% virtual meetings).	Supplier representatives, DfE project manager (Multiply Contract Manager) <u>and where necessary the evaluation supplier.</u>	Weekly (at date and time agreed by the parties)
RCT Technical Steering Group - Will complete the trial readiness assessment which advises DfE on whether the product is ready for trial.	Supplier representatives, Cabinet Office Evaluation Taskforce, DfE (policy, commercial and research), and DLUHC	Monthly (at date and time agreed by the parties).
Contract Review meetings (Operational Board) (review Supplier's performance of its obligations under the Contract)	Supplier representatives, Buyer representatives	Quarterly (at date and time agreed by the parties).
Review of Supplier's compliance with the KPIs in Schedule [25] (Collaboration)	Supplier representatives, Buyer representatives	Every 6 weeks (at date and time agreed by the parties).

Order Schedule 20 (Order Specification)

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

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1. Purpose

The Department for Education is looking for a **management of intervention delivery supplier (delivery supplier)** to oversee the delivery of numeracy interventions (including courses and outreach activity) that will be tested as part of a series of randomised controlled trials (RCTs).

We anticipate three delivery models:

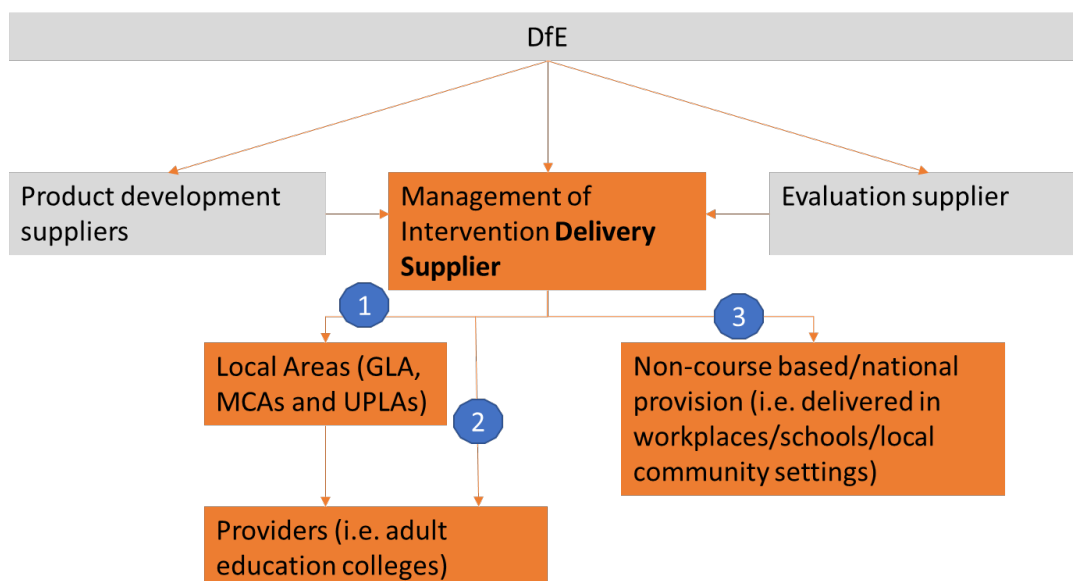
1. Local delivery of course based provision¹: Where capacity exists, **the delivery supplier will work with local areas** in England, such as the Greater London Authority, Mayoral Combined Authorities and upper tier local authorities outside of those areas, to commission delivery from providers.
2. Local delivery of course based provision: Where local area capacity does not exist, the **delivery supplier will commission activity directly from providers**.
3. National delivery/non-course based provision²: For non-course based provision, the **delivery supplier** may choose to work directly with **national organisations** who can deliver at the scale required, although coordination with local areas will still be required.

The **delivery supplier** will also be required to work collaboratively with other suppliers for the duration of the programme, to ensure successful delivery of the objectives for the RCTs, as outlined in section 4 of this document:

1. A number of product development suppliers, appointed to develop and/or refine products or approaches that will be tested as part of the RCTs. The product development suppliers will also be responsible for providing training on implementing the products and approaches, where this is deemed necessary by **the delivery supplier** and the evaluation supplier.
2. An evaluation supplier appointed to deliver, quality assure and report on the trials. Responsible for: the design of each trial and the development of trial protocols; the collection of data to measure the efficacy of the interventions, including primary research, from both learners and providers; an Implementation and Process Evaluation of each trial to assess how rigorously the trial protocols were implemented and to identify any issues that may affect the security of the results; analysis of data for each trial and a peer reviewed report for each trial, plus an overview report for the programme as a whole.
3. The Department expect all suppliers to follow the guidelines on collaborative working to successfully deliver RCTs as outlined in Order schedule 24.

¹ Where we refer to course-based provision, we mean products that we assume will be delivered by 'providers' i.e. adult education colleges.

² Where we refer to national delivery/non-course based provision, we mean products that we assume will be delivered in settings such as workplaces, schools, local community settings etc.



2. Definitions

Acronym	Definition
AEB	Adult Education Budget
DfE	Department for Education
DLUHC	Department for Levelling up, Housing and Communities
FSQ	Functional Skills Qualifications
GLA	Greater London Authority
HMT	His Majesty's Treasury
IDEA	Intervention Delivery and Evaluation Analysis
ILR	Individualised Learner Record
MCA	Mayoral Combined Authority
NPD	National Pupil Database
QED	Quasi-Experimental Design
RCT	Randomised Controlled Trial
UKSPF	United Kingdom Shared Prosperity Fund

3. Background to Multiply and Policy Need

Seventeen million adults in England - have everyday maths skills roughly equivalent to those expected of a primary school child (Entry Level)³. This compares poorly internationally – below the OECD average⁴. To boost existing efforts to address these low levels of adult numeracy, the UK Government has committed that the first priority of the new UK Shared Prosperity Fund (UKSPF) is the Multiply adult numeracy programme. The Department for Education is responsible

³ [IWP0006 - Evidence on Universal Credit in-work progression \(parliament.uk\)](https://www.parliament.uk/evidence-on-universal-credit-in-work-progression)

for delivery of up to £270 million funding to local authorities in England, to deliver innovative numeracy interventions. The department is also building the evidence base on what works, to improve adult numeracy as well as driving demand to the programme through targeted communications. It is expected that local areas will invest in meaningful adult numeracy provision to improve adult functional numeracy skills in daily life, home, and work.

The Department for Levelling Up, Housing and Communities (DLUHC) is responsible for c£160 million funding for delivery of Multiply in Scotland, Wales and Northern Ireland, in line with the broader UK Shared Prosperity Fund (UKSPF).

Adults in England have a statutory entitlement to fully funded English and Maths up to Level 2 (GCSE) through the Adult Education Budget. However, take up is low relative to the eligible population. Of the 10 million adults without a Level 2 in English and/or Maths, only 344,000 took funded English and Maths Level 2 qualifications in 2018/19⁵.

This enhanced provision will allow all adults 19+ who want to improve their numeracy (up to, and including, Level 2 or equivalent), who do not currently have a GCSE Grade 4 / C or equivalent in maths, whether in employment or not, to access free flexible courses that fit around their lives, whether that be at work or in the evening, part time or intensive.

Multiply funding is additional and differentiated from that which is already fully funded through the Adult Education Budget (AEB) legal entitlement and should not displace that provision. Multiply funding is ring-fenced for numeracy interventions, and it is expected that it will, in large part, flow to harder-to-reach learners.

The overall objective of Multiply is to increase the levels of functional numeracy in the adult population across the UK, as well as strengthening the evidence base around what works to improve adult numeracy and to share this with practitioners, inform local delivery and to increase positive outcomes.

Related to this, the high-level outcomes for the programme are:

- **More adults achieving maths qualifications / participating in numeracy courses up to, and including, Level 2**, with GCSEs and Functional Skills Qualifications (FSQs) as the qualifications of choice in England – and qualifications comparable to Level 2 in Scotland, Wales and Northern Ireland
- **Improved labour market outcomes** including;
 - a) Employers targeted by specific Multiply interventions reporting at least one positive benefit on their business.

⁵DfE data

b) A sustained increase in the proportion of adults who complete a Multiply intervention that progress into employment, education or training and

c) an increase in the number of learners achieving a Level 2 qualification who see a significant increase in their earnings within 6 years

- **Increased adult numeracy**– this overall impact, which goes beyond achieving certificates or qualifications, will track both the perceived and actual difference taking part in the programme makes in supporting learners to improve their understanding and use of maths in their daily lives, at home and at work – and to feel more confident when doing so.

More information about Multiply can be found at:

<https://www.gov.uk/government/publications/multiply-funding-available-to-improve-numeracy-skills>

4. The Multiply What Works Programme

The What Works programme is split into three projects:

- A systematic review, focused on
 - a) improving our understanding of the socio-economic demographics, attitudes and behaviours of the target learner base;
 - b) assessing which specific approaches, both in the UK and internationally, appear to be the most and least successful in supporting adults to improve their numeracy skills and
 - c) understanding the wider impact of various adult numeracy policy interventions in the UK over the last 20 years.

Alma Economics has undertaken this work and the report is available here:

<https://www.gov.uk/government/publications/review-of-the-evidence-on-the-numeracy-skills-interventions-for-adults>.

- A programme evaluation, which will assess the impact and value of the Multiply programme, understand how effectively those involved in Multiply think it is being delivered and could be improved, and summarise lessons learned and best practice. Kantar and the Institute for Fiscal Studies have been commissioned for this work and evaluation activity is now underway.
- A series of randomised controlled trials (RCTs) and quasi-experimental trials (this contract). These will robustly test promising approaches to improving adult numeracy, including approaches that are being used elsewhere in the Multiply programme, as well as new ones. The majority of trials will be RCTs, which are the gold standard research design to identify what is, and isn't, effective.

4.1 The Multiply Randomised Controlled trials (RCTs)

The focus of this tender is the Multiply RCTs, the core objectives of which are to:

- **generate new, high-quality evidence on what works in adult numeracy**, in order to fill evidence gaps.
- **directly support Multiply delivery in local authorities and improve its effectiveness**, through providing an evidence base to underpin decisions around all aspects of the learner cycle⁶. Some of the trials undertaken in Tranche 1 may inform Multiply core delivery in Year 3.
- **support broader efforts to ensure the value for money of DfE spend in adult education**, with delivery of Multiply interventions to c. 15,000 additional beneficiaries and ensuring funding flows towards approaches underpinned by a good quality evidence base. Where it focuses on established practice, the programme will help evaluate this spend and the extent to which it provides good value for money.

This invitation to tender concerns the management of intervention delivery element of the RCTs/trials only.

The Multiply RCTs will involve up to 25 randomised controlled trials (RCTs) and other experimental activity, including quasi-experimental trials to robustly test promising products/approaches to improving adult numeracy. The trials will be split across two tranches:

Tranche 1 will include up to 15 trials, which will take place across England only. Key delivery dates are outlined below. Two comms trials are out of scope of this contract as we expect them to have commenced before the supplier is appointed, so the 13 trials outlined in Annex A are expected to be delivered through this contract.

Activity	Date
Trial recruitment starts	From November 2023
Intervention delivery starts	From January 2024
Interim results from c. 6 trials	Spring 2024
Analysis and reporting for c. 6 trials	December 2024
Completion of trials analysis and reporting for remaining trials	By December 2025

Tranche 2 is still in the early stages of development. Up to 10 trials will be undertaken in this tranche of activity. Tranche 2 will fill remaining evidence gaps that have not

⁶ identifying numeracy issues; effective engagement and communications; addressing barriers to learning; effective delivery channels; effective ways of teaching; understanding the impact of different types of learning support and ways to effectively support positive progression.

been included in Tranche 1, such as testing the impact of incentives-based approaches, conducting trials with specific cohorts such as prisoners and those leaving the prison and care systems, and trials developed with employers. This will be an optional extension to this contract which may be taken up and will depend on the scope of the services required. It is expected to complete at the same time as Tranche 1.

Detail on how Tranche 1 and Tranche 2 will be priced is included in Document 4 – Pricing Schedule.

The **delivery supplier** will be responsible for:

- Working with the GLA, MCAs and upper tier authorities to identify whether course based provision can be delivered through their existing delivery networks, and if so, **overseeing delivery agreements with local areas and their providers.**
- Where course-based provision cannot be delivered through local areas' existing delivery networks, overseeing the **recruitment of providers to deliver the interventions and setting up appropriate commercial arrangements.**
- Overseeing the **recruitment of national organisations to deliver non-course-based provision and setting up appropriate commercial arrangements.**
- **Supporting local areas/providers/national organisations to promote the trials to learners.**
- **Monitoring learner recruitment activities and delivery of the provision** and working to **resolve any issues** providers are having with these activities.
- Assuring provider recruitment and delivery activities and adhering to data collection requirements specified by the evaluation supplier.
- **Ensuring providers are trained** by the product development supplier(s) in delivering the provision, where necessary.
- **Managing the distribution of funding** for the provision to local areas/providers/national organisations including checking invoices against what has been delivered before releasing payment.
- **Working collaboratively** with the other suppliers involved in the RCTs to ensure successful delivery.

5. The Requirement

Last year, DfE put out a call for ideas to local authorities, provider representative groups, sector experts and academics, alongside conducting analysis of local area investment plans and the content of the Systematic Review. Through these activities, we created a long list of ideas which went through several rounds of assessment to agree a final list of 15. To note, two of these ideas are out of scope of this contract as we expect delivery to commence before the appointment of the **delivery supplier**.

A [product developer has been appointed](#) to develop the first five products, and

there are currently 4 live Invitations to Quote⁷ for an additional 5 products. Two additional approaches will be developed by an expert maths consultant, with the remaining products being developed in house by DfE teams. Detail on the Tranche 1 trial ideas is included in **Annex A**, including an initial outline of the interventions and associated research questions.

For a product to proceed to trial set-up it will need to pass:

- A DfE quality assurance assessment which will assess the quality of the intervention content and design.
- A trial feasibility assessment, conducted by the Evaluation Supplier, which will assess the operational, technical, scheduling and economic feasibility of a trial of the product.

It is unlikely that all products will pass these two assessments and therefore the total number of Tranche 1 trials may be less than 15 (i.e. less than 13 for this specific contract).

Once a product has passed these assessments, the evaluation supplier will finalise the trial protocol which sets out in detail how each product will be tested. The protocol will need to be approved by the DfE RCT Technical Steering Group before any fieldwork can start.

If approval is given, the **delivery supplier** will then work alongside local areas in England, such as GLA, MCAs and upper tier local authorities/providers/national organisations, to commission delivery.

The requirements:

5.1 Project Portfolio Management including stakeholder management, subcontracting and programme management.

The **delivery supplier** will need to engage, and set up contracts with local areas, providers and national organisations who will undertake recruitment of learners and delivery for the Multiply trials.

The Department has invited a total of 81 local areas currently involved in Multiply core delivery to be involved in the Multiply RCT programme. The Department has conducted initial engagement with local areas to gauge their provisional interest in involvement in the RCTs. 28 local areas said they would definitely or likely be able to support the commissioning, monitoring and marketing of interventions for the RCTs, including 4 MCAs. 14 areas said they would be unlikely to or definitely not able to support this, including 2 MCAs. The remaining local areas did not respond. The **delivery supplier** will be responsible for following up on this initial engagement activity

⁷ [Multiply Randomised Controlled Trials \(RCTs\) Products - Contract 1 - Mastery Approach - Contracts Finder](#); [Multiply Randomised Controlled Trials \(RCTs\) Products - Contract 2 Contextualised Curriculum and Maths by Stealth - Contracts Finder](#); [Multiply Randomised Controlled Trials \(RCTs\) Products - Contract 3 Bite-sized Learning - Contracts Finder](#); [Multiply Randomised Controlled Trials \(RCTs\) Products - Contract 4 Family Numeracy - Contracts Finder](#)

to confirm local area participation, preferences for individual trials, current and planned activity in relation to trial topics, lead-in time needed, and to confirm the providers these local areas will be working with. This will inform the contracts they set up with local areas for learner recruitment and intervention delivery.

Where local areas do not have capacity or capability to commission trials, the **delivery supplier** will need to engage directly with providers. This will require the **delivery supplier** to conduct a provider mapping exercise (that will feed into the engagement strategy) to understand the potential provider pool. Our assumption is that in areas where the **delivery supplier** is working directly with providers, both Multiply providers (some of whom also deliver AEB), and providers who deliver AEB but not Multiply, could take part in the Multiply RCTs.

DfE has carried out some market warming activities with providers, through sector representative bodies and through a provider engagement event to gauge interest in specific trials and explore any operational challenges to delivery. The **delivery supplier** will be expected to keep local areas informed of activity taking place in their area, even where they have not opted to be part of the trials work.

The **delivery supplier** will work closely with the evaluation supplier to develop a staggered intervention delivery/fieldwork timeline for the trials to avoid saturating areas with interventions⁸ and distracting from core Multiply delivery, and also to avoid contamination between trials. The current provisional timeline for the Multiply Randomised Controlled Trials is included in Annex B. The **delivery supplier** will start to 'manage' a trial as soon as the IDEA meetings start, shortly after a draft product has been handed over to the Evaluation Supplier.

Core activities for the **delivery supplier** in respect of project portfolio management include:

- a) Developing, in collaboration with the evaluation supplier, an overarching Delivery Plan. This will cover key milestones from across the individual trials, together with other PPM activity including reporting, engagement and assurance activities.
- b) Developing and delivering an engagement strategy to guide their interactions with key stakeholders including local areas, providers, and other Multiply RCT Suppliers. At a minimum, the plan should outline key stakeholder groups required for successful delivery of the contract, how key points of contact will be identified (inc. provider mapping), how they will be engaged (when, how and what) and how they would use the Department to support this work.
- c) Developing a trial recruitment and delivery assurance plan (5.3), to ensure that what is funded is being delivered, including what steps would be taken to resolve issues when they are identified.
- d) Identifying and managing risks to delivery across the portfolio of trials as they

⁸ Our working assumptions are that a) we will ask organisations eligible for more than one trial what their preference is and try to meet that if possible and b) not sample an organisation or area more than 3 times over the fieldwork period.

emerge. This will include submission of an updated RAID log as part of weekly progress updates highlighting where new risks emerge, risk ratings change, and mitigations are developed and delivered.

- e) Adhering to, and ensuring all subcontractors adhere to, DfE's branding, data security and other guidance, which will be provided to the **delivery supplier** upon appointment.
- f) Effective collaboration with the evaluation supplier and product development suppliers to ensure successful delivery.

5.2 Trial set up including recruitment of local areas, providers and learners

We envisage that there will be a combination of approaches to delivery for the **delivery supplier** to manage, depending on local area capacity and the type of intervention being trialled through the RCTs. We expect each approach will demand a different level of oversight /input from the **delivery supplier** and is likely to include:

1. **Local delivery of course based provision: GLA, MCAs and upper tier authorities with capacity will lead on commissioning the courses to be tested in their areas**, utilising their existing commercial arrangements where possible. This is consistent with our approach taken for core Multiply local delivery. The **delivery supplier** will monitor, and assure this delivery, to ensure that it is following the trial protocol. Local areas will invoice the **delivery supplier** once milestones have been met, and, once they have completed checks on the invoices, the **delivery supplier** will release funding to the local areas.
2. **Local delivery of course based provision: The delivery supplier works directly with providers** - where local areas do not have capacity to commission the interventions, the Supplier will directly commission providers (FE colleges, Independent Training Providers, the voluntary sector) to deliver the interventions. The **delivery supplier** will monitor, and assure this delivery, to ensure that it is following the trial protocol. They will also release funding straight to providers upon receipt, and checking, of invoices.
3. **National delivery/Non-course based provision**– the **delivery supplier** will commission national organisations to run up to 4 non-course based trials. The trials potentially in scope are: Numeracy Champions (x2), Personalised Assessment, and Confidence Workshops. The **delivery supplier** will be expected to keep local areas updated on any national delivery taking place in their area and involve them as needed.

The **delivery supplier** will commission local areas/providers/national organisations to carry out learner recruitment activities, ensuring that Data Protection guidance is followed - this will include gaining informed consent. The **evaluation supplier** will develop participation information sheets informing organisations and participants about what the different trials involve to be used as part of these activities.

We expect the **delivery supplier** to ask local areas/providers to confirm that funding provided does not duplicate funding provided for the same activity that is administered

through:

- a) core Multiply delivery;
- b) the Adult Education Budget; or
- c) wider Adult Skills programmes.

This reflects the requirement included in the local area grant agreements and Memorandums of Understanding with DfE. We do not expect the delivery supplier to conduct any assurance of this information.

The required number of local areas, providers, learners will be set out in the trial protocol and delivery plan. If the required numbers aren't recruited the trial will not go ahead.

Once learners have been recruited to the trial, the **evaluation supplier** will undertake baseline data collection from all participants, and then randomise them to each arm of the trial (i.e. the intervention arm or the control arm) before delivery can start. For some instances, this will involve randomising at an individual level, whilst for others it will mean randomising at a class, provider or even a local area level.

Core activities for the **delivery supplier** in the trial set up phase include:

- d) Development of a trial Delivery Plan - developed in collaboration with the product development and evaluation suppliers, each Delivery Plan should set out what success looks like and associated KPIs that the Department can use to review the performance for each supplier on each RCT. The Department will develop a template Delivery Plan for suppliers to use. All three suppliers will need to attend Intervention Delivery and Evaluation Analysis (IDEA) meetings to explore each product and agree the division of roles and responsibilities to be included in each Plan.
- e) Ensuring, either through direct delivery or by overseeing local areas and providers if/when they assume the intervention delivery role, that:
 - each provider is fully briefed on the trial protocol, the need to adhere to it and what to do if this doesn't happen or an alternative problem or issue occurs.
 - providers are confident in the materials they are using, including arranging training, if necessary, on the products from the product developer
 - providers complete any necessary setup for the trial interventions, including, where relevant, booking venues, recruiting training staff, training teachers/trainers, and advertising courses
 - participant recruitment eligibility criteria are monitored, and providers make best efforts to recruit the number of participants specified in the trial protocol
 - the costs for delivering the trial fall within the limit set by the Department. Any proposed costs which exceed the upper funding limit for their type of intervention should be referred to the Department for approval before any activity starts, with a narrative from the **delivery supplier** explaining why they exceed the limit and advising on whether they provide value for

- money.
- appropriate agreements are in place between the **delivery supplier** and each provider, covering (at a minimum) roles and responsibilities, a timeline of activity, deliverables, costs and agreement on what to do in the case of underperformance against the planned activity.

5.3 Intervention Delivery

The **delivery supplier** will be responsible for ensuring intervention delivery across each trial adheres to the specification in the relevant trial protocol. Some trials will be larger and/or more complex than others, and thus require different levels of oversight from the **delivery supplier**. Variables influencing this include:

- a. Number of providers and participants required to participate
- b. Type of providers involved e.g. further education colleges, employers, voluntary sector.
- c. Type of intervention, e.g. some maths courses to be tested in the trials could already exist and the intervention could require a relatively small change to an existing curriculum, while others are entirely new interventions
- d. Scale of geographic coverage
- e. Length of trial

Relevant details will be confirmed with the **delivery supplier** during the trial protocol development phase.

Core activities for the **delivery supplier** in the trial delivery phase include:

- a. Implementation of the delivery assurance plan including ensuring:
 - providers adhere to data collection requirements, as specified in the trial protocol.
 - robust data is captured on the delivery of interventions, including numbers of participants, so accurate payments can be made to providers.
 - monitor and assure the activity of providers against what was agreed, identify underperformance
- b. Escalating issues identified through the assurance activities, that cannot be resolved by the **delivery supplier**, to the DfE SRO Steering Group for a decision.

The roles and responsibilities set out in 5.2 and 5.3 will be confirmed and agreed between the evaluation supplier and the **delivery supplier** (and the product developer, where necessary) in each trial Delivery Plan and agreed ahead of each trial protocol being reviewed by the DfE RCT Steering Group.

5.4 Managing the distribution of funding for the interventions to organisations delivering the trial interventions

The **delivery supplier** will be responsible for making payments to all parties involved in delivering the trials. We expect payments to be made in arrears, once the supplier is satisfied that interventions have been delivered to the expected standard.

The costs for the course-based interventions will be determined by the Department before contract award, based on the existing funding model for the Adult Education Budget, and an upper funding limit for each intervention will be set. For non-course based, national provision, the **delivery supplier** will need to determine a cost which provides good value for money.

The interventions are estimated to cost approximately £5.8 million, of which this will be split at approximately 36% for nationally delivered trials, and 64% for locally delivered trials. These numbers are based on a number of assumptions which will not be confirmed until products and trial protocols are finalised, including:

- the number of trials that will go ahead (i.e. pass the trial readiness assessment)
- the number of Guided Learning Hours for course based provision
- the per capita cost of non-course based provision
- the number of providers/learners to be recruited to each trial

However, further information about the intervention costs will be confirmed with the supplier as soon as they are available.

An additional c £4 million is available for Tranche 2, which we may include as part of an optional extension to the contract.

In entering a contract with the **delivery supplier**, the Department is not committing to spend the entire budget. The total spend is dependent on the number of RCTs that are approved by the DfE RCT Steering Group. However, if the number of trials is reduced, the intention is to increase the number of learners recruited to each trial so that the total number of learners involved is c.15,000 across the 15 trials (12,000 across the 13 trials outlined in Annex A to be delivered through this contract).

The Department will agree a series of costed Statements of Work with the **delivery supplier** to reflect the scope and price of each trial that is approved to go into field, payment will be in arrears on the completion of milestones. Please see Order Schedule 5 for further information.

The maximum budget is fixed so potential **delivery suppliers** should take into account inflation over the period the project will be live when submitting their price.

The **delivery supplier** will be responsible for administration of these payments, to include:

- Acting as the main point of contact for funding recipients (the providers). This includes managing relationships with all recipients and relevant stakeholders

by providing advice or addressing queries about the payments process, as necessary.

- Establishing and managing a process to securely collect, store and destroy evidence relating to claims, in accordance with data protection legislation.
- Developing a process and related guidance on: a) what evidence is acceptable to support a claim, b) how claims will be verified, c) processed and d) paid, communicating this to all recipients and embedding it into contracts and other delivery agreements with providers as required.
- Reviewing claims, deciding which are verifiable and supporting recipients whose claims are not deemed to be thus to collect the required evidence to enable them to be processed
- Assessing all verifiable claims against agreed costs and, where appropriate, agreed payment schedules and any performance management issues, and agreeing which can be paid
- Making payment to recipients

Through this activity, it is expected that the **delivery supplier** will ensure that all providers are reimbursed for the trial interventions they deliver as part of the programme.

In addition to administering these payments, the **delivery supplier** will also be responsible for:

- Providing management and financial information reports against agreed timeframes, for the Department to use for financial assurance purposes. This is likely to take the form of quarterly reporting to the Department on how much money has been released to date, to which providers and for what activity but this will be confirmed at the point of contract.
- Complying with the security of data plan when recording and sharing all financial information to ensure the Department has all the necessary information to process any checks.
- Developing a fraud plan and an investigations process and agreeing this with the Department; monitoring and actively managing any risks of fraudulent activity.

6. Key Milestones and Deliverables

The following Contract milestones/deliverables shall apply:

PPM Milestone	Description	Delivery Date or Timeframe
#1	Contract signed	November 2023
#2	Project work begins	November 2023

#3	Stakeholder engagement plan submitted	November 2023
#4	RAID log submitted	December 2023
#5	Overarching delivery plan and recruitment and delivery assurance plan submitted	December 2023
#6	Intervention delivery starts (non-course based provision)	From January 2024
#7	Expected end-date for trial delivery. (Optional extension - October 2025 – December 2025 possible light touch engagement with Evaluation Supplier)	30 th September 2025
#8	Final payments for interventions made and project complete	September 2025

Trial set-up Milestones	Description	Delivery Date or Timeframe
#1	a) Logic Model and TiDIER Framework Completed (led by the evaluation supplier with input from the products suppliers and the delivery supplier through the series of IDEA meetings)	
	b) Delivery Plan and Final Budget Completed & Signed Off	
#2	Recruitment Progress Report This report will set out the planned approach to provider recruitment including the hierarchy of recruitment approaches that will be implemented (e.g. mass mailings, phone calls, face to face interaction etc.), the recruitment targets, the proposed volume of activity, and a tracker of activity delivered, and recruitment numbers achieved (providers and learners).	
#3	Providers Agreement Completed & Signed	

7. Staff and Customer Service

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a high-quality service.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Department's vision and objectives and will provide excellent customer service to the Department throughout the duration of the Contract.

The Supplier shall communicate all changes to the Key Personnel as defined in the Call-Off Contract throughout the Term.

Annexes

Annex A Overview of products/approaches to be trialled (subject to feasibility test by the evaluation supplier):

<u>Title</u>	<u>Provisional Trial Description (the intervention description may change as the products are refined by developers)</u>	<u>Product Supplier</u>	<u>Delivery Approach</u>	<u>Draft Research Questions</u>
Numeracy Champions - workplaces	This trial will look at the impact of 'Numeracy Champions' in the workplace. Numeracy Champions are volunteers who provide support and signposting on improving numeracy skills. They receive two three-hour training sessions over the course of a fortnight together with a toolkit of materials for delivery. They then receive some ongoing support (through best practice sharing forums). This intervention has been developed over a number of years by the specialist maths charity National Numeracy. The trial aims to examine how effective Numeracy Champions are at increasing the number of employees signing up to and completing maths courses. This trial idea originates from local area investment plans.	National Numeracy	National ly Commissioned Trial	<ul style="list-style-type: none"> - What is the difference in take-up of maths provision by employees aged 19+ without Level 2 maths qualifications in workplaces with specially trained numeracy champions, in comparison to comparable employees in control workplaces receiving business-as-usual treatment? - What is the difference in completion of maths provision by employees aged 19+ without Level 2 maths qualifications in workplaces with specially trained numeracy champions, in comparison to comparable employees in control workplaces receiving business-as-usual treatment?
Numeracy Champions - local areas	This trial will look at the impact of 'Numeracy Champions' in local areas. Numeracy Champions are volunteers who provide support and signposting on improving numeracy skills. They receive two three-hour training sessions over the course of a fortnight together with a toolkit of materials for delivery. They then receive some ongoing support (through best practice sharing forums). This intervention has been developed over a number of years by the specialist maths charity National Numeracy. The trial aims to examine how effective Numeracy Champions are at increasing the number of employees signing up to and completing maths courses. This trial idea originates from local area investment plans.	National Numeracy	National ly Commissioned Trial	<ul style="list-style-type: none"> - What is the difference in take-up of maths provision by adults aged 19+ without Level 2 maths qualifications in areas with specially trained numeracy champions, in comparison to comparable people in control areas receiving business-as-usual treatment? - What is the difference in completion of maths provision by adults aged 19+ without Level 2 maths qualifications in areas with specially trained numeracy champions, in comparison to comparable people in control areas receiving business-as-usual treatment?

Confidence building workshops	<p>This trial will look at the impact of confidence building workshops on participants' maths confidence, and their sign up and completion of maths courses. Hour long confidence workshops will be delivered by Numeracy Champions who will have received two three-hour training sessions over the course of a fortnight together with a toolkit of materials for delivery. Numeracy Champions trained by National Numeracy, have delivered hundreds of these workshops to date. It is anticipated that delivery will take place in person to groups of attendees. This trial idea originates from local area investment plans.</p>	National Numeracy	National ly Commissioned Trial	<ul style="list-style-type: none"> - What is the difference in take-up of maths provision by adults aged 19+ without Level 2 maths qualifications and lacking confidence in maths who receive signposting to maths provision and participate in confidence-building workshops, in comparison to comparable adults who only receive signposting? - What is the impact of confidence-building workshops on confidence of adults aged 19+ without Level 2 maths qualifications and lacking confidence in maths, compared to adults who do not participate in confidence-building workshops? - What is the difference in completion of maths provision by adults aged 19+ without Level 2 maths qualifications and lacking confidence in maths who receive signposting to maths provision and participate in confidence-building workshops, in comparison to comparable adults who only receive signposting?
Personalised numeracy needs assessment	<p>This trial will look at the impact on unemployed adults sign up and completion of maths courses of a personalised numeracy needs assessment (with accompanying support). The needs assessment will be based on the National Numeracy Challenge which has been used with over 500,000 adults to date. Unemployed adults selected for the intervention will do the needs assessment, and then be offered personalised support and signposting to local activity to encourage them to improve their numeracy skills. This trial originates from local area investment plans.</p>	National Numeracy	National ly Commissioned Trial	<ul style="list-style-type: none"> - What is the difference in take-up of maths provision by unemployed adults aged 19+ without Level 2 maths qualifications who receive a personalised numeracy needs assessment and tailored signposting/support with signing up to provision, in comparison to comparable adults who only receive generic signposting? - What is the difference in completion of maths provision by unemployed adults aged 19+ without Level 2 maths qualifications who receive a

				personalised numeracy needs assessment and tailored signposting/support with signing up to provision, in comparison to comparable adults who only receive generic signposting?
Preparation for GCSE	This trial will look at the impact of completing a Preparation for GCSE course on learner outcomes in maths GCSEs. This course will focus on study and revision skills as preparation for the demands of taking a GCSE. The trial was originally suggested by local areas.	National Numeracy: subcontracted to MEI	Locally Commissioned Trial	<ul style="list-style-type: none">- What is the impact of a 'preparation for GCSE' study skills course on progression to a GCSE maths course for learners aged 19+ completing Level 1 maths courses, compared to comparable learners who do not complete a preparation for GCSE course?- What is the difference in GCSE course attendance of learners aged 19+ who have participated in a 'preparation for GCSE' study skills course, compared to comparable learners who did not complete a preparation for GCSE course?- What is the difference in GCSE course completion of learners aged 19+ who have participated in a 'preparation for GCSE' study skills course, compared to comparable learners who did not complete a preparation for GCSE course?

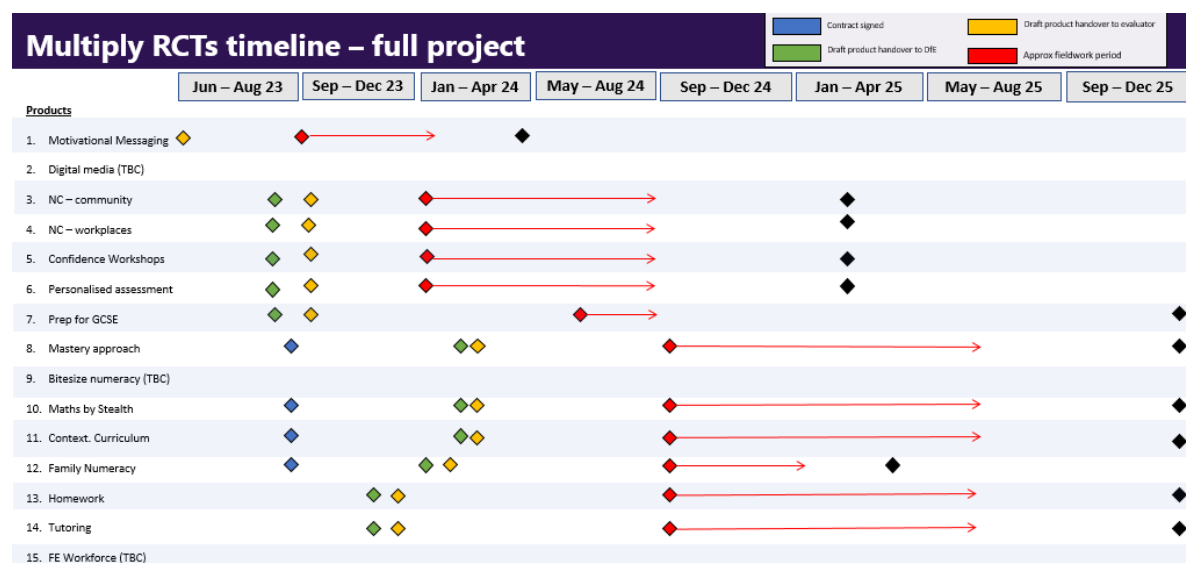
Mastery Approach	<p>This trial will look at the impact on adult learner outcomes of using a mastery approach to maths, such as that used by the National Centre for Excellence in the Teaching of Mathematics (NCETM). The principles of the mastery approach are outlined here: https://www.ncetm.org.uk/teaching-for-mastery/mastery-explained/five-big-ideas-in-teaching-for-mastery/ and here: https://www.ncetm.org.uk/teaching-for-mastery/mastery-explained/the-essence-of-mathematics-teaching-for-mastery/ The trial was originally suggested by local areas.</p> <p>This approach has already been investigated with 16-19 year olds. The Centres for Excellence in Maths (CfEM) programme, funded by the DfE, commissioned an adapted mastery approach (https://www.et-foundation.co.uk/wp-content/uploads/2020/03/CfEM_Mastery_Handbook.pdf) for the post-16 sector which targeted teachers of students undertaking post-16 GCSE mathematics resit classes. A randomised controlled trial (https://www.nottingham.ac.uk/research/groups/crme/documents/cfem-tfm-report.pdf) of this mastery approach, carried out by the University of Nottingham as part of the CfEM programme, demonstrated a small but positive impact on learning compared to business as usual.</p>	The Education & Training Foundation	Locally Commissioned Trial	<ul style="list-style-type: none"> - What is the impact of a maths mastery approach on maths skills of learners aged 19+ completing Level 1 maths courses, compared to the impact of business as usual treatment? - What is the impact of a maths mastery approach on confidence of learners aged 19+ completing Level 1 maths courses, compared to the impact of business as usual treatment? - What is the difference in course completion of learners aged 19+ on Level 1 maths courses taught using a maths mastery approach, compared to comparable learners who received business as usual treatment?
Contextualised Curriculum	<p>This trial will look at the impact on learner outcomes of a scheme of work that contextualises maths content in every day activities, such as baking a cake or managing money, in a Level 1 maths course. Learners will be exposed to content which uses maths in everyday situations. The number of guided learning hours required to complete the scheme of work and the split across different lessons will be determined by the product developer. The trial was originally suggested by local areas.</p>	The Education & Training Foundation	Locally Commissioned Trial	<ul style="list-style-type: none"> - What is the difference in course attendance of learners aged 19+ completing Level 1 maths courses who are taught using a contextualised learning approach, compared to comparable learners who receive business as usual treatment? - What is the difference in course completion of learners aged 19+ completing Level 1 maths courses who are taught using a contextualised learning approach, compared to comparable learners who receive business as usual treatment? - What is the impact of a contextualised learning approach on confidence of learners aged 19+ completing

				Level 1 maths courses, compared to the impact of business as usual treatment?
Maths by Stealth	<p>This trial will look at the impact on numeracy skills and progression to specific maths provision of embedding maths content into a Level 1 or Level 2 vocational course (such as hairdressing or catering). The type of vocational course, including the number of guided learning hours and lessons, will be determined by the product developer. This trial originates from local area investment plans.</p>	The Education & Training Foundation	Locally Commissioned Trial	<p>- What is the impact of vocational courses with embedded maths content on maths skills of learners aged 19+ without Level 2 maths qualifications, compared to the impact of business as usual vocational courses?</p> <p>- What is the difference in progression to further maths provision by learners aged 19+ without Level 2 maths qualifications who complete vocational courses with embedded maths content and receive signposting to maths provision, compared to comparable learners who only receive signposting?</p>
Bite-Sized Learning	<p>This trial will look at the impact on learner outcomes of bite-sized numeracy courses delivered to low-income staff. The numeracy courses will be on specific numeracy domains, such as statistics or fractions, linked to the Entry Level 2/3 curriculum. Each bite-sized session will be deliverable within 20 minutes. This trial was originally suggested by an education provider and an NHS worker.</p>	To be developed by a maths consultant	Locally Commissioned Trial	<p>- What is the impact of bitesized numeracy sessions on maths skills of low-income staff aged 19+ without Level 2 maths qualifications, compared to comparable staff who do not participate in numeracy provision?</p> <p>- What is the impact of bitesized numeracy sessions and signposting to maths provision on progression to further maths provision for low-paid staff aged 19+ without Level 2 maths qualifications, compared to comparable staff who only receive signposting?</p>

Family Numeracy	<p>This trial will measure the impact of a family numeracy programme on parental maths skills and progression to further maths provision. The programme will be aimed at families with primary school aged children and include support for differentiated curriculum content to enable family learning in maths at KS1/KS2 level. The number of guided learning hours and the split across different lessons will be determined by the product supplier. This trial was originally suggested by an educational charity.</p>	<p>Campaign for Learning</p>	<p>Locally Commissioned Trial</p>	<ul style="list-style-type: none"> - What is the impact of a family numeracy course and signposting to maths provision on progression to further maths provision for parents of primary school aged children aged 19+ without Level 2 maths qualifications, compared to comparable parents who only receive signposting? - What is the impact of a family numeracy course on maths skills of parents of primary school aged children aged 19+ without Level 2 maths qualifications, compared to comparable parents who do not participate in a family numeracy course?
Tutoring for GCSE/FSQ	<p>This trial will look at the impact on learner outcomes of providing small group or one-to-one tuition to learners preparing for Level 2 exams, in addition to normal classroom learning. A maths expert will determine the dosage of tuition and the skillset required by the tutors. This trial was suggested by various sources, including an educational charity and a college.</p>	<p>To be developed by a maths consultant</p>	<p>Locally Commissioned Trial</p>	<ul style="list-style-type: none"> - What is the difference in qualification pass rates of learners aged 19+ completing Level 2 maths courses who receive additional small-group tuition, compared to comparable learners who do not receive tuition? - What is the difference in course attendance of learners aged 19+ completing Level 2 maths courses who receive additional small-group tuition, compared to comparable learners who do not receive tuition? - What is the difference in course completion of learners aged 19+ completing Level 2 maths courses who receive additional small-group tuition, compared to comparable learners who do not receive tuition?

Homework for GCSE/FSQ	This trial will look at the impact on learner outcomes of embedding additional homework tasks within existing curricula in GCSE and FSQ courses to consolidate learning. A maths expert will determine the dosage of homework. The trial was originally suggested by local areas.	To be developed by a maths consultant	Locally Commissioned Trial	- What is the difference in maths qualification pass rates of learners aged 19+ completing Level 2 maths courses are given homework, compared to comparable learners who are not?
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Annex B Provisional Multiply RCT timeline



Order Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - (a) carry out a check with the records held by the Department for Education (DfE);
 - (b) conduct thorough questioning regarding any Relevant Convictions; and
 - (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

Legislation (where applicable)	Description of Offence
	Any offence involving mental or bodily injury to a child or young person
	Any offence involving the use of lewd, indecent or libidinous practice or behaviour towards a child or young person
	Any offence of assault or indecent assault on a child
	Any offence of false imprisonment
	Any offence of incest with a child
	Any offence of infanticide
	Any offence of kidnapping
	Any offence of manslaughter
	Any offence of murder
	Any offence of rape
	Any offence of receiving a stolen child
	Any offence of sodomy with a child or without consent
	Any offence of stealing a child or plagium
Administration of Justice (Bailiwick of Guernsey) Law 1991, s11	Torture
Adoption (Jersey) Law 1961, Art 28	Obstruction
Adult Support and Protection (Scotland) Act 2007, s49	Obstruction
Adults With Incapacity (Scotland) Act 2000, s.83	Ill-treatment and wilful neglect
Air Force Act 1955, s70	Civil offences - equivalent offences
Air Navigation Order 1985, Art 47	Endangering safety of an aircraft
Air Navigation Order 1989, Art 50	Endangering safety of an aircraft
Air Navigation Order 1989, Art 51	Endangering safety of any person or property
Air Navigation Order 1995, Art 55	Endangering safety of an aircraft
Air Navigation Order 2005, Art 73	Endangering safety of an aircraft
Air Navigation Order 2009, Art 137	Endangering safety of an aircraft
Anti-Terrorism and Crime Act 2003, s42	Weapons training
Anti-Terrorism and Crime Act 2003, s44	Directing terrorist organisation
Anti-Terrorism and Crime Act 2003, s45	Possession for terrorist purposes
Anti-Terrorism and Crime Act 2003, s47	Incitement
Anti-Terrorism and Crime Act 2003, s60	Use of noxious substances to cause harm or intimidate
Anti-terrorism Crime and Security Act 2001, s113	Use of noxious substance or thing to cause harm or intimidate

Anti-terrorism Crime and Security Act 2001, s47	Use etc of nuclear weapons
Anti-terrorism Crime and Security Act 2001, s50	Assisting or inducing weapons related acts overseas
Armed Forces Act 2006, s42	Criminal conduct - equivalent offences
Army Act 1955, s70	Civil offences - equivalent offences
Asylum and Immigration (Treatment of Claimants, etc.) Act 2004, s4	Trafficking people for exploitation
Attempted Rape Act (Northern Ireland) 1960, s2	Assault with intent to commit rape
Aviation (Bailiwick of Guernsey) Law 2008, s120	Endangering safety of aircraft
Aviation (Bailiwick of Guernsey) Law 2008, s76	Carriage of sporting weapons and munitions of war
Aviation (Bailiwick of Guernsey) Law 2008, s77	Carriage of dangerous goods
Aviation and Maritime Security Act 1990, s1	Endangering safety at aerodromes
Aviation and Maritime Security Act 1990, s10	Seizing or exercising control over fixed platforms
Aviation and Maritime Security Act 1990, s11	Destroying or endangering safety of fixed platforms
Aviation and Maritime Security Act 1990, s12	Other acts endangering or likely to endanger safe navigation
Aviation and Maritime Security Act 1990, s13	Offences involving threats
Aviation and Maritime Security Act 1990, s14	Ancillary offences outside the United Kingdom
Aviation and Maritime Security Act 1990, s9	Hijacking of ships
Aviation Security Act 1982, s1	Hijacking
Aviation Security Act 1982, s2	Destroying, damaging or endangering safety of aircraft
Aviation Security Act 1982, s3	Other acts endangering or likely to endanger safety of aircraft
Aviation Security Act 1982, s4	Offences in relation to certain dangerous articles
Aviation Security Act 1982, s6	Ancillary offences outside the United Kingdom
Care Standards Act 2000, s11	Carrying on or managing an establishment or agency without being registered
Care Standards Act 2000, s24	Failure to comply with conditions
Care Standards Act 2000, s25	Contravention of regulations
Care Standards Act 2000, s26	False descriptions of establishments and agencies
Care Standards Act 2000, s27	False descriptions of applications
Care Standards Act 2000, s28	Failing to display a certificate of registration
Care Standards Act 2000, s31	Obstructing or failing to comply with inspections by persons authorised by registration authority
Care Standards Act 2000, s89	Apply for, offer to do or accept work in a care position when listed by Secretary of State as unsuitable
Care Standards Act 2000, schedule 3	Act as a child minder whilst disqualified from registration

Channel Tunnel (Security) Order 1994, Art 4	Hijacking of Channel Tunnel trains
Channel Tunnel (Security) Order 1994, Art 5	Seizing or exercising control of the tunnel system
Channel Tunnel (Security) Order 1994, Art 6	Destroying a Channel Tunnel train or the tunnel system or endangering their safety
Channel Tunnel (Security) Order 1994, Art 7	Other acts endangering or likely to endanger the safe operation of a Channel Tunnel train or the safety of the tunnel system
Channel Tunnel (Security) Order 1994, Art 8	Offences involving threats
Child Abduction (Northern Ireland) Order 1985, Art 3	Abduction of child by parent, etc
Child Abduction (Northern Ireland) Order 1985, Art 4	Abduction of child by other persons
Child Abduction Act 1984, s1	Offence of abduction of child by parent, etc
Child Abduction Act 1984, s2	Offence of abduction of child by other persons
Child Abduction Act 1984, s6	Taking or sending child out of UK
Child Care Act 1980, s13	Assisting child in care to run away
Child Care Act 1980, s14	Harbouring or concealing a child required to return to local authority
Child Care Act 1980, s16	Compelling, persuading, inciting or assisting child to be absent from premises specified by a care order
Child Custody Act 1987, s50	Abduction of child by parent etc
Child Custody Act 1987, s51	Abduction of child by other persons
Child Protection (Alderney) Law 1953, s2	Neglect, etc of child
Children (Guernsey And Alderney) Law 2008, s65	Wilfully impeding or obstructing a police officer where child is suffering harm or at risk
Children (Guernsey And Alderney) Law 2008, s74	Abduction of a child
Children (Guernsey And Alderney) Law 2008, s94	Taking, keeping, inducing, assisting or inciting a child to run away or stay away from care
Children (Jersey) Law 1969, Art 71(1)	False statements in connection with an application for registration: nurseries and child-minders
Children (Jersey) Law 1969, Art 71(2)	Occupier of premises used as a nursery or for child-minding when not registered or in contravention of registration
Children (Jersey) Law 1969, Art 71(3)	Providing nursery or child-minding when not registered or in contravention of registration requirements
Children (Jersey) Law 1969, Art 71(5)	Failing to comply with conditions of registration as a nursery or child-minder
Children (Jersey) Law 1969, Art 78	Carrying on a voluntary home when not registered
Children (Jersey) Law 1969, art.100	Unlawfully removing child from care of fit person
Children (Jersey) Law 1969, Art 9	Cruelty to children under sixteen

Children (Jersey) Law 2002, Art 35	Causing harm to or neglecting children under 16
Children (Jersey) Law 2002, Art 37	Obstructing a person exercising a power to remove, or prevent the removal of, a child
Children (Jersey) Law 2002, Art 44	Abduction of children in care, etc [taking or keeping a child, inducing, assisting or inciting to run or stay away)
Children (Jersey) Law 2002, Art 45	Obstructing a person exercising a power to remove a child
Children (Jersey) Law 2002, Art 54	Carrying on a voluntary home when not registered
Children (Northern Ireland) Order 1995, Art 117	Offences relating to private fostering
Children (Northern Ireland) Order 1995, Art 132	Offences relating to childminding and day-care
Children (Northern Ireland) Order 1995, Art 68	Abduction of children in care, etc
Children (Northern Ireland) Order 1995, Art 69	Obstructing an authorised person exercising power to remove a child
Children (Northern Ireland) Order 1995, Art 79	Carrying on an unregistered voluntary home
Children (Northern Ireland) Order 1995, Art 81	Failing to comply with conditions of registration of a voluntary home
Children (Northern Ireland) Order 1995, Art 95	Carrying on an unregistered children's home
Children (Northern Ireland) Order 1995, Art 97	Failing to comply with conditions of registration of a children's home
Children (Northern Ireland) Order 1995, s147	Causing, procuring or allowing a child to take part in or be trained to take part in performances of a dangerous nature
Children (Scotland) Act 1995, s81	Offences in connection with orders etc. for protection of children
Children (Scotland) Act 1995, s83	Harbouring
Children (Scotland) Act 1995, s89	Offences in relation to parental responsibilities orders
Children Act 1958, s14	Offences relating to private fostering
Children Act 1989, s49	Abduction of children in care etc
Children Act 1989, s50(9)	Obstructing an authorised person exercising power to remove a child
Children Act 1989, s63(10)	Offences relating to voluntary homes and children's homes
Children Act 1989, s70	Offences relating to private fostering
Children Act 1989, s76	Obstruction
Children Act 1989, s78	Offences relating to childminding and day-care for young children
Children Act 1989, s79D	Acting as a child-minder or providing day-care whilst unregistered
Children Act 1989, s79F(6)	Registered person contravening or failing to comply with a condition of registration
Children Act 1989, schedule 5, para 1(5)	Offences relating to voluntary homes and children's homes
Children Act 1989, schedule 6, para 2(3)	Offences relating to voluntary homes and children's homes
Children and Young Persons (Guernsey) Law 1967, s11(10)	Harbour or conceal a child or young person subject of a special care order

Children and Young Persons (Guernsey) Law 1967, s11(11)(a)	Assist or induce a child or young person to escape from custody
Children and Young Persons (Guernsey) Law 1967, s11(11)(b)	Without lawful authority take a child or young person away from custody
Children and Young Persons (Guernsey) Law 1967, s11(11)(c)	Harbour or conceal a child or young person who has escaped or been taken away from custody
Children and Young Persons (Guernsey) Law 1967, s13(2)(a)	Assist or induce a child or young person to run away from care
Children and Young Persons (Guernsey) Law 1967, s13(2)(b)	Without lawful authority take a child or young person away from care
Children and Young Persons (Guernsey) Law 1967, s13(2)(c)	Harbour or conceal a child or young person who has run away / been taken away from care
Children and Young Persons (Guernsey) Law 1967, s23(5)	Publishing details of proceedings involving children and young persons
Children and Young Persons (Guernsey) Law 1967, s29(2)	Parent failing to notify change of address where child or young person is in care of local authority / fit person
Children and Young Persons (Guernsey) Law 1967, s31(6)	Person failing to notify change of address where subject to an arrears order
Children and Young Persons (Guernsey) Law 1967, s9(1)	Concealing a child or young person who has run or been taken away from care
Children and Young Persons (Guernsey) Law 1967, s9(2)(a)	Assist or induce a child or young person to run away from care
Children and Young Persons (Guernsey) Law 1967, s9(2)(b)	Without lawful authority take a child or young person away from care
Children and Young Persons (Guernsey) Law 1967, s9(2)(c)	Harbour or conceal a child or young person who has run away / been taken away from care
Children and Young Persons (Scotland) Act 1937, s1	Assault, ill-treat or abandon a child
Children and Young Persons (Scotland) Act 1937, s12	Cruelty to persons under 16
Children and Young Persons (Scotland) Act 1937, s13	Child procurement
Children and Young Persons (Scotland) Act 1937, s14	Allowing a child to reside in a brothel
Children and Young Persons (Scotland) Act 1937, s15	Causing or allowing persons under 16 to be used for begging
Children and Young Persons (Scotland) Act 1937, s22	Exposing children under 7 to risk of burning
Children and Young Persons (Scotland) Act 1937, s3	Permitting a child to reside in or frequent a brothel
Children and Young Persons (Scotland) Act 1937, s33	Causing, procuring or allowing a child to take part in performances of a dangerous nature
Children and Young Persons (Scotland) Act 1937, s34	Training a person under 12 for a dangerous performance
Children and Young Persons (Scotland) Act 1937, s71	Harbouring or concealing a missing child
Children and Young Persons (Scotland) Act 1969, s32	Compelling, persuading, inciting or assisting child to be absent from detention
Children and Young Persons Act (Northern Ireland) 1968, s101	Compelling, persuading, inciting, or assisting child to be absent from a place of safety
Children and Young Persons Act (Northern Ireland) 1968, s105(8)	Harbouring or concealing a child who has run away or been taken away from a place of safety
Children and Young Persons Act (Northern Ireland) 1968, s127(5)	Offences relating to voluntary homes and children's homes

Children and Young Persons Act (Northern Ireland) 1968, s129(3)	Offences relating to voluntary homes and children's homes
Children and Young Persons Act (Northern Ireland) 1968, s14	Offences relating to childminding and day-care
Children and Young Persons Act (Northern Ireland) 1968, s140(5)	Harbouring or concealing a child who has run away
Children and Young Persons Act (Northern Ireland) 1968, s144(3)	Harbouring or concealing a child who has run away
Children and Young Persons Act (Northern Ireland) 1968, s20	Cruelty to persons under 16
Children and Young Persons Act (Northern Ireland) 1968, s21	Causing or encouraging seduction or prostitution of girl under 17
Children and Young Persons Act (Northern Ireland) 1968, s22	Indecent conduct towards child
Children and Young Persons Act (Northern Ireland) 1968, s23	Allowing children or young persons to be in brothels
Children and Young Persons Act (Northern Ireland) 1968, s24	Causing or allowing persons under 16 to be used for begging
Children and Young Persons Act (Northern Ireland) 1968, s29	Exposing children under 12 to risk of burning
Children and Young Persons Act (Northern Ireland) 1968, s88(4)	Harbour or conceal child or young person from training school
Children and Young Persons Act (Northern Ireland) 1968, s9(1)	Offences relating to private fostering
Children and Young Persons Act 1933, s1	Cruelty to children
Children and Young Persons Act 1933, s85(3)	Assist, induce, harbour or conceal a child to run away from care
Children and Young Persons Act 1966, s1	Cruelty, neglect etc. of children
Children and Young Persons Act 1966, s10	Failing to provide for safety of children at entertainments
Children and Young Persons Act 1966, s19	Allowing person under 16 to take part in dangerous performance
Children and Young Persons Act 1966, s20	Training a person under 12 for a dangerous performance
Children and Young Persons Act 1966, s4	Using person under 16 for begging
Children and Young Persons Act 1966, s9	Exposing child under 12 to risk of burning
Children and Young Persons Act 1966, s98(a)	Taking, keeping, inducing, assisting or inciting a child to run away from a responsible person
Children and Young Persons Act 1969, s32(3)	Compel, persuade, incite or assist another person to become or continue to be absent from care
Children and Young Persons Act 2001, s48	Abduction of person in care
Children and Young Persons Act 2001, s51	Using a home as a children's home without being registered
Children and Young Persons Act 2001, s52	Concerned in children's home whilst disqualified
Children and Young Persons Act 2001, s58	Provide private fostering whilst disqualified
Children and Young Persons Act 2001, s59	Provide private fostering in contravention of a prohibition
Children and Young Persons Act 2001, s60	Fail to give, or give false or misleading notification
Children and Young Persons Act 2001, s64	Act as a child minder or provide day care without being registered
Children and Young Persons Act 2001, s65	Concerned in the provision of child care whilst disqualified
Children and Young Persons Act 2001, s98	Obstruction

Children and Young Persons Act 2001, schedule 6, para 3	Carry on children's home in contravention of conditions
Children and Young Persons Act 2001, schedule 6, para 7	Fail to display certificate of registration
Children and Young Persons Act 2001, schedule 7, para 3	Child-minder, day care provider in breach of certificate of registration
Children's Hearings (Scotland) Act 2011, s171	Assist, induce, harbour or conceal a child to abscond or prevent them from returning
Civic Government (Scotland) Act 1982, s46(1)	Soliciting and importuning
Civic Government (Scotland) Act 1982, s52	Indecent photographs etc. of children
Civic Government (Scotland) Act 1982, s52A	Possession of indecent photographs of children
Common law	Outraging Public Decency
Common law	Indecent Exposure
Common law	Riot
Common law	Affray
Coroners and Justice Act 2009, s62	Possession of prohibited images of children
Coroners and Justice Act 2009, s71	Slavery, servitude and forced or compulsory labour
Crime and Disorder Act 1998, s29	Racially or religiously aggravated assault
Crime and Disorder Act 1998, s31(1)(a)	Racially or religiously aggravated fear or provocation of violence
Crime and Disorder Act 1998, s31(1)(b)	Racially or religiously aggravated intentional harassment, alarm or distress
Crime and Disorder Act 1998, s32(1)(b)	Racially or religiously aggravated fear of violence
Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, Art 3	Attempting to commit an offence
Criminal Code 1872, s3	Violating female heir to Crown
Criminal Code 1872, s4	Levying war or adhering to the King or Queen's enemies
Criminal Code 1872, s5	Slaying Governor, etc
Criminal Code 1872, s11	Inciting to mutiny
Criminal Code 1872, s12	Discharging or aiming firearms, etc, at Sovereign
Criminal Code 1872, s18	Murder
Criminal Code 1872, s19	Conspiring or soliciting to commit murder
Criminal Code 1872, s20	Manslaughter
Criminal Code 1872, s23	Administering poison, or wounding with intent to murder
Criminal Code 1872, s24	Destroying or damaging a building with explosive with intent to murder
Criminal Code 1872, s25	Firing or casting away a ship with intent to murder
Criminal Code 1872, s26	Attempting to poison, shoot, or drown, etc, with intent to murder
Criminal Code 1872, s27	Otherwise attempting to murder

Criminal Code 1872, s31	Threats to kill
Criminal Code 1872, s33	Shooting or wounding with intent to do grievous bodily harm
Criminal Code 1872, s35	Inflicting bodily injury, with or without weapon
Criminal Code 1872, s36	Attempting to choke, etc, in order to commit any indictable offence
Criminal Code 1872, s37	Using chloroform etc to commit any indictable offence
Criminal Code 1872, s38	Maliciously administering poison, etc, so as to endanger life, or inflict grievous bodily harm
Criminal Code 1872, s41	Neglecting to provide wife, children, apprentices or servants with food whereby life is endangered
Criminal Code 1872, s42	Exposing children whereby life is endangered
Criminal Code 1872, s43	Causing bodily injury by explosives
Criminal Code 1872, s44	Causing gunpowder to explode, or sending explosive, or throwing corrosive fluid with intent to fo grievous bodily harm
Criminal Code 1872, s45	Placing explosive near a building with intent to do bodily injury
Criminal Code 1872, s46	Setting spring guns etc with intent to do greivous bodily harm
Criminal Code 1872, s48	Causing bodily harm by furious driving
Criminal Code 1872, s51	Assault with intent to commit felony, or on peace officers etc
Criminal Code 1872, s59	Aggravated assault where victim was under 16
Criminal Code 1872, s60	Unlawful detention and kidnapping
Criminal Code 1872, s69	Child stealing, harbouring or receiving stolen child
Criminal Code 1872, s118	Endangering safety of travellers
Criminal Code 1872, s130	Exhibiting false signals, etc
Criminal Code 1872, s136	Making or having gunpowder, etc, with intent to endanger life or damage property
Criminal Code 1872, s332	Riot
Criminal Damage (Bailiwick of Guernsey) Law 1983, s1(1)	Arson
Criminal Damage (Bailiwick of Guernsey) Law 1983, s1(2)	Criminal damage endangering life
Criminal Damage (Bailiwick of Guernsey) Law 1983, s3(b)	Possessing anything with intent to destroy or damage property endangering life
Criminal Damage (Northern Ireland) Order 1977, Art 3(2)	Criminal damage endangering life
Criminal Damage (Northern Ireland) Order 1977, Art 3(3)	Arson
Criminal Damage Act 1971, s1	Arson
Criminal Damage Act 1971, s1(2)	Destroying or damaging property endangering life
Criminal Damage Act 1981, s1	Arson
Criminal Damage Act 1981, s1(2)	Destroying or damaging property endangering life

Criminal Jurisdiction (Northern Ireland) Act 1975, s2(1)	Hijacking of ships
Criminal Justice (Evidence etc,) (Northern Ireland) Order 1988, Art 15	Possession of indecent photograph of child
Criminal Justice (International Co-operation) Act 1990, s47	Slavery, servitude and forced or compulsory labour
Criminal Justice (Miscellaneous Provisions) Act (Northern Ireland) 1968, s7	Criminal damage endangering life
Criminal Justice (Miscellaneous Provisions) Act (Northern Ireland) 1968, s9	Riotous, disorderly and indecent behaviour, etc
Criminal Justice (Miscellaneous Provisions) Law 2006, s1(1)	Threats to kill
Criminal Justice (Miscellaneous Provisions) Law 2006, s8(1)	Maliciously administering poison etc so as to endanger life or inflict grievous bodily harm
Criminal Justice (Miscellaneous Provisions) Law 2006, s9(1)	Maliciously administering poison etc with intent to injure, aggrieve or annoy
Criminal Justice (Northern Ireland) Order 1980, Art 9	Inciting girl under 16 to have incestuous sexual intercourse
Criminal Justice (Northern Ireland) Order 2003, Art 19	Buggery
Criminal Justice (Northern Ireland) Order 2003, Art 20	Assault with intent to commit buggery
Criminal Justice (Northern Ireland) Order 2003, Art 21	Indecent assault on a male
Criminal Justice (Scotland) Act 1980, s80(7)	Commit or procure the commission of a homosexual act which is non-consensual or with another aged under 16
Criminal Justice (Scotland) Act 1980, s80(12)	Living on earnings of another from male prostitution
Criminal Justice (Scotland) Act 1980, s80(4)	Gross indecency
Criminal Justice (Scotland) Act 1980, s80(9)	Procure or attempt to procure homosexual act between two other males
Criminal Justice (Scotland) Act 2003, s22	Traffic in prostitution etc
Criminal Justice Act (Northern Ireland) 1945, s25	Child destruction
Criminal Justice Act (Northern Ireland) 1966, s13	Aiding and abetting suicide of a child or young person
Criminal Justice Act 1988, s134	Torture
Criminal Justice Act 1988, s160	Possession of indecent photograph of child
Criminal Justice Act 2001, schedule 3	Possess, make, distribute etc, indecent images of children
Criminal Justice And Court Services Act 2000, s35	Person working, etc, in regulated position whilst disqualified
Criminal Justice and Immigration Act 2008, s63	Possession of extreme pornographic image
Criminal Justice And Licensing (Scotland) Act 2010, s30	Directing serious organised crime
Criminal Justice Police And Courts Act 2006, s3(1)(a)	Possession of firearm with intent to cause fear of violence
Criminal Law Amendment Act (1895), Art 4	Sexual intercourse with a person under 16 years of age
Criminal Law (Consolidation) (Scotland) Act 1995, s1	Incest

Criminal Law (Consolidation) (Scotland) Act 1995, s10	Seduction, prostitution, etc., of girl under 16
Criminal Law (Consolidation) (Scotland) Act 1995, s11	Trading in prostitution and brothel-keeping
Criminal Law (Consolidation) (Scotland) Act 1995, s12	Allowing child to be in brothel
Criminal Law (Consolidation) (Scotland) Act 1995, s13	Living on earnings of another from male prostitution
Criminal Law (Consolidation) (Scotland) Act 1995, s16A	Conspiracy or incitement to commit certain sexual acts outside the United Kingdom
Criminal Law (Consolidation) (Scotland) Act 1995, s16B	Commission of certain sexual acts outside the United Kingdom
Criminal Law (Consolidation) (Scotland) Act 1995, s2	Intercourse with step-child
Criminal Law (Consolidation) (Scotland) Act 1995, s3	Intercourse of person in position of trust with child under 16
Criminal Law (Consolidation) (Scotland) Act 1995, s5	Intercourse with girl under 16
Criminal Law (Consolidation) (Scotland) Act 1995, s6	Indecent behaviour towards girl between 12 and 16
Criminal Law (Consolidation) (Scotland) Act 1995, s7	Procuring
Criminal Law (Consolidation) (Scotland) Act 1995, s8	Abduction and unlawful detention
Criminal Law (Consolidation) (Scotland) Act 1995, s9	Permitting girl to use premises for intercourse
Criminal Law Act 1977, s54	Inciting girl under 16 to have incestuous sexual intercourse
Criminal Law Act 1977, s1	Conspiracy
Criminal Law Act 1977, s1A	Conspiracy to commit offences outside the United Kingdom
Criminal Law Act 1981, s2(1)	Aiding, abetting, counselling or procuring another's suicide or attempted suicide
Criminal Law Amendment Act 1885, s11	Outrages on decency - gross indecency, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Criminal Law Amendment Act 1885, s13	Brothel keeping
Criminal Law Amendment Act 1885, s2	Procuration, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Criminal Law Amendment Act 1885, s3	Procuring defilement of woman by threats or fraud, or administering drugs
Criminal Law Amendment Act 1885, s4	Defilement of girl under 13 years of age
Criminal Law Amendment Act 1885, s5	Defilement of girl between 13 and 16 years of age
Criminal Law Amendment Act 1885, s6	Householder, etc, permitting defilement of young girl on his premises
Criminal Law Amendment Act 1885, s7	Abduction of girl under 18 with intent to have carnal knowledge.
Criminal Law Amendment Act 1885, s8	Unlawful detention with intent to have carnal knowledge
Criminal Law Amendment Act 1895, s1	Procuring woman by threats, false pretences, or administering drugs
Criminal Law Amendment Act 1895, s2	Unlawful sexual intercourse with child under 16
Criminal Law Amendment Act 1895, s4	Unlawful sexual intercourse with mentally deranged female
Criminal Law Amendment Act 1895, s5	Permitting girl under 16 to frequent premises for unlawful sexual intercourse

Criminal Law Amendment Act 1922, s4	Lewd and libidinous practices towards a girl under 16
Criminal Offences (Jersey) Law 2009, Art 1	Aid, abet, counsel or procure the commission of an offence
Criminal Procedure (Scotland) Act 1995, s293	Aid, abet, counsel or procure the commission of an offence
Criminal Procedure (Scotland) Act 1995, s294	Attempt to commit an indictable offence
Customs And Excise (General Provisions) (Jersey) Law 1972, Art 77	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs And Excise (General Provisions) (Bailiwick Of Guernsey) Law 1972, s23	Importing restricted or prohibited goods
Customs And Excise (General Provisions) (Bailiwick Of Guernsey) Law 1972, s30	Exporting restricted or prohibited goods
Customs And Excise (General Provisions) (Bailiwick Of Guernsey) Law 1972, s77	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs And Excise (Jersey) Law 1999, Art 61	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs And Excise Act 1952, s44	Unlawful importation of indecent or obscene articles
Customs And Excise Act 1952, s45	Improper importation of indecent or obscene articles
Customs And Excise Act 1952, s72	Firing upon a vessel of HM Customs
Customs and Excise Management Act 1979, s170	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs and Excise Management Act 1986, s178	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs Consolidation Act 1876, s42	Unlawful importation of indecent or obscene articles
Domestic Proceedings (Northern Ireland) Order 1980, Art 19(1)(a)	Breach of protection order by molesting applicant or child of applicant
Day Care of Children (Jersey) Law 2002, Art 12(a)	Allows children to be received into day care accomodation which is not registered
Day Care of Children (Jersey) Law 2002, Art 12(b)	Acts as a day carer without being so registered
Day Care of Children (Jersey) Law 2002, Art 12(c)	Acting as a day carer, or manage, have a financial interest in or employ a person in day care, whilst disqualified
Day Care of Children (Jersey) Law 2002, Art 12(d)	Making false or misleading statements in an application for registration
Day Care of Children (Jersey) Law 2002, Art 12(e)	Failing to comply with conditions or requirements of registration in respect of day care accommodation and day carers
Day Care of Children (Jersey) Law 2002, Art 12(f)	Obstructing an officer exercising powers of entry and / or inspection
Domestic Violence, Crime and Victims Act 2004, s5	Causing or allowing the death of a child or vulnerable adult
Drug Trafficking (Bailiwick of Guernsey) Law 2000, s38(1)(b)	Supplying a scheduled substance to a child (under 16)

Explosive Substances (Jersey) Law 1884, Art 2	Causing an explosion likely to endanger life or property
Explosive Substances (Jersey) Law 1884, Art 3	Commit act involving explosive substance with intent to endanger life or property
Explosive Substances (Jersey) Law 1884, Art 4	Making or possessing explosives for an unlawful purpose
Explosive Substances (Jersey) Law 1884, Art 6	Aid and abet an explosives offence
Explosive Substances Act 1883, s2	Causing explosions likely to endanger life or property
Explosive Substances Act 1883, s3	Attempt to cause explosions or making or keeping explosive w/l to endanger life or property
Explosive Substances Act 1883, s4	Making or possessing explosives with intent to endanger life or property
Explosive Substances Act 1939, s2	Causing explosions likely to endanger life or property
Explosive Substances Act 1939, s3(1)(a)	Intending or conspiring to cause explosions endangering life or property
Explosive Substances Act 1939, s3(1)(b)	Making, possessing or having control of explosives with intent to endanger life or property
Explosive Substances Act 1939, s4	Making, possessing or having control of explosives for unlawful purposes
Explosive Substances Act 1939, s5	Being an accessory to explosive offences
Explosives Act 1875, s77	Trespass in gunpowder factory etc causing explosions or fire
Female Genital Mutilation Act 2003, s1	Female genital mutilation
Female Genital Mutilation Act 2003, s2	Assisting a girl to mutilate her own genitalia
Female Genital Mutilation Act 2003, s3	Assisting a non-uk person to mutilate overseas a girls genitalia
Fire Service (Jersey) Law 1959, Art 14	Arson
Firearms (Guernsey) Law 1983, s14	Possession of firearm with intent to endanger life
Firearms (Guernsey) Law 1983, s15	Using firearm with intent to resist arrest or commit an offence
Firearms (Guernsey) Law 1983, s16	Carrying firearm with intent to prevent arrest
Firearms (Guernsey) Law 1998, s17	Possession of firearm with intent to endanger life
Firearms (Guernsey) Law 1998, s18	Using firearm with intent to resist arrest or commit an offence
Firearms (Guernsey) Law 1998, s19	Carrying firearm with intent to resist arrest or commit an indictable offence
Firearms (Jersey) Law 1956, Art 24	Possession of firearm with intent to endanger life or cause serious injury
Firearms (Jersey) Law 1956, Art 25	Using firearm with intent to resist or prevent arrest
Firearms (Jersey) Law 2000, Art 38	Possession of firearm with intent to injure
Firearms (Jersey) Law 2000, Art 39	Use of firearms to resist arrest, etc
Firearms (Jersey) Law 2000, Art 40	Carrying firearm with criminal intent
Firearms (Northern Ireland) Act 1969, s14	Possession of firearm with intent
Firearms (Northern Ireland) Order 1981, Art 17	Possession of firearm with intent to endanger life or cause fear of violence
Firearms (Northern Ireland) Order 1981, Art 18	Carrying firearm with intent to resist arrest or commit an offence

Firearms (Northern Ireland) Order 1981, Art 19	Carrying firearm with intent
Firearms (Northern Ireland) Order 2004, Art 58	Possession of firearm with intent
Firearms (Northern Ireland) Order 2004, Art 59	Use of firearms to resist arrest
Firearms (Northern Ireland) Order 2004, Art 60	Carrying firearm with criminal intent
Firearms (Sark) Law 2001, s16	Possession of firearm with intent
Firearms (Sark) Law 2001, s17	Use of firearm with intent to resist arrest
Firearms (Sark) Law 2001, s18	Carrying firearm with criminal intent
Firearms Act 1947, s22	Possessing firearm with intent
Firearms Act 1947, s23	Use of firearm with intent to resist arrest
Firearms Act 1968, s1	Carrying firearm with intent to resist arrest or commit indictable offence
Firearms Act 1968, s16	Possession of a firearm w/l to endanger life
Firearms Act 1968, s16A	Possession of a firearm w/l to cause fear of violence
Firearms Act 1968, s17(1)	Use firearm to resist arrest
Firearms Act 1968, s17(2)	Possession of firearm at time of committing or arrest for offence in schedule 1 of Firearms Act
Firearms Act 1968, s18	Carrying a firearm with criminal intent
Foster Children (Scotland) Act 1984, s15	Offences relating to foster children
Foster Children Act 1980, s16	Offences relating to private fostering
Genocide Act 1969, s1	Genocide
Health and Social Care Act 2008, s10	Carrying on a regulated activity without being registered
Health and Social Care Act 2008, s33	Registered person failing to comply with any condition of registration
Health and Social Care Act 2008, s34	Registered person carrying on regulated activity whilst registration is suspended or cancelled
Health and Social Care Act 2008, s35	Contravention of regulations regarding registration in respect of provision of health or social care
Health and Social Care Act 2008, s36	False description of concerns, premises, persons etc as involved in or providing a service in respect of regulated activity
Health and Social Care Act 2008, s37	False statements in applications relating to registration
Health and Social Care Act 2008, s63	Obstructing or failing to comply with person exercising right of entry or inspection
Health and Social Care Act 2008, s64	Failing to comply with requirement to provide documents and information, etc
Health and Social Care Act 2008, s65	Failing to provide an explanation of any relevant matter to the Commission
Health and Social Care Act 2008, s76	Disclosure of confidential personal information
Health and Social Care Act 2008, s10	Carrying on regulated activity without being registered

Hijacking Act 1971, s1	Hijacking
Homosexual Offences (Northern Ireland) Order 1982, Art 7	Procuring others to commit homosexual acts
Homosexual Offences (Northern Ireland) Order 1982, Art 8	Living on earnings of another from male prostitution
Human Medicines Regulations 2012, Reg 255(1)(b)	Administer prescription only medicine when not an appropriate practitioner
Human Trafficking & Exploitation (Support for Victims) (NI) Act 2015, s.2	Human trafficking
Human Trafficking & Exploitation (Support for Victims) (NI) Act 2015, s.4(3)	Kidnapping or false imprisonment with intent to commit a slavery or human trafficking offence
Import Export (Control) (Jersey) Law 1946	Importing obscene articles
Incest Act 1567	Incestuous sexual intercourse
Incest And Related Offences (Scotland) Act 1986, s1	Incest and related offences
Indecency with Children Act 1960, s1	Indecent conduct towards young child
Infant Life (Preservation) Act 1929, s1	Child destruction
Infanticide Act (Northern Ireland) 1939, s1	Infanticide
Infanticide Act 1938, s1	Infanticide
Infanticide And Infant Life Preservation Act 1938, s1	Child destruction
Infanticide And Infant Life Preservation Act 1938, s2	Infanticide
International Criminal Court Act 2001, s51	Genocide, crimes against humanity and war crimes
International Criminal Court Act 2001, s52	Conduct ancillary to genocide, etc committed outside jurisdiction
Intoxicating Substances (Supply) Act 1985, s1	Supply of intoxicating substances to a child (under 16)
Larceny Act 1916, s23	Robbery
Larceny Act 1916, s27	Housebreaking with intent to commit felony
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Administering or causing to be taken any drug or substance to have unlawful carnal intercourse with a woman or a girl
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Brothel keeping
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Causing a girl under the age of 18 years to have illicit carnal intercourse
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Causing a woman or girl to become a prostitute or to reside in a brothel
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Making, or attempting to make a woman or a girl have unlawful carnal intercourse with another person
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Unlawful carnal intercourse with a woman or girl by false pretences, false representations, threats or intimidation
Law (1895) (Jersey) Criminal Law Amendment, Art 2	Unlawful carnal intercourse with a child under 13 years of age

Law (1895) (Jersey) Criminal Law Amendment, Art 4	Unlawful carnal intercourse with a child under 16 years of age or with a person of insane mind
Law (1895) (Jersey) Criminal Law Amendment, Art 5	Allowing a child under the age of 16 to use premises for the purposes of prostitution or unlawful carnal intercourse
Law (1895) (Jersey) Criminal Law Amendment, Art 6	Controlling a woman or girl against her will for the purposes of prostitution or unlawful carnal intercourse
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 1(1)	Procuring
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 1(2)	Procuring by threats, false pretences or drugs
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 12	Exercising control over prostitutes
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 2	Intercourse with a girl under 13
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 3(a)	Intercourse with a girl under 16
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 3(b)	Intercourse with a defective
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 4(a)	Permitting girl under 13 to use premises for intercourse
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 4(b)	Permitting girl under 16 to use premises for intercourse
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 5	Abducting girl under 18
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 6	Detaining woman in a brothel
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 9(a)	Man living on immoral earnings of prostitution
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 9(b)	Soliciting
Law for the Punishment of Incest (Guernsey) 1909, s1	Incest
Law for the Punishment of Incest (Guernsey) 1909, s5	Incest
Law relating to Sodomy (Guernsey) 1929, s1	Buggery / Bestiality
Law relating to Sodomy (Guernsey) 1929, s2	Indecent assault

Law relating to Sodomy (Guernsey) 1929, s3	Gross indecency
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 10	Exposing child under 7 to risk of burning
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 11	Allowing person under 16 to reside in a brothel
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 12	Causing girl under 16 to become a prostitute
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 41(1)	All offences contrary to
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(1)	Abandoning child under 2
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(2)	Abducting girl under 16
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(3)	Child stealing, receiving or harbouring a stolen child
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(4)	Causing child to take part in a dangerous performance
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 7	Cruelty to a child
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 9	All offence contrary to
Liquor Licensing Ordinance 2006, s31(2)	Permitting licensed premises to be a brothel
Malicious Damage Act 1861, s10	Placing explosives with intent to damage building or contents
Malicious Damage Act 1861, s1 to s8	Arson and attempted arson
Malicious Damage Act 1861, s47	Exhibiting false signals to endanger shipping
Malicious Damage Act 1861, s9	Causing explosion endangering life
Maritime Security Act 1995, s1	Hijacking of ships
Maritime Security Act 1995, s2	Seizing or exercising control of fixed platforms
Maritime Security Act 1995, s3	Destroying ships or fixed platforms or endangering their safety
Maritime Security Act 1995, s4	Other acts endangering or likely to endanger safe navigation
Medical Act 1956, s31	Impersonating a physician
Medicines Act 1968, s67	Supplying a medicinal product without authorisation

Medicines Act 1968, s67(1A)	Giving a prescription or directions or administering a medical product in contravention of the Act
Mental Capacity Act 2005, s44	Ill-treatment or neglect
Mental Capacity Act 2005, schedule 1, para 4	Making false statements regarding the registration of an instrument - lasting power of attorney
Mental Capacity Act 2005, schedule 4, para 4	Making false statements regarding the registration of an instrument - lasting power of attorney
Mental Deficiency And Lunacy (Scotland) Act 1913, s46	Sexual offences against defectives
Mental Health (Care and Treatment)(Scotland) Act 2003, s311	Non-consensual sexual acts
Mental Health (Care and Treatment)(Scotland) Act 2003, s313	Persons providing care services: sexual offences
Mental Health (Care and Treatment)(Scotland) Act 2003, s315	Ill-treatment and wilful neglect
Mental Health (Jersey) Law 1969, Art 37	Ill-treatment of patients
Mental Health (Jersey) Law 1969, Art 38	Sexual offences against female patients
Mental Health (Northern Ireland) Order 1986, Art 119	Forgery, false statements, etc
Mental Health (Northern Ireland) Order 1986, Art 121	Ill-treatment of patients
Mental Health (Northern Ireland) Order 1986, Art 122	Protection of women suffering from severe mental handicap
Mental Health (Northern Ireland) Order 1986, Art 123	Protection of patients
Mental Health (Northern Ireland) Order 1986, Art 124	Assisting patients to absent themselves without leave
Mental Health (Northern Ireland) Order 1986, Art 125	Obstruction
Mental Health (Scotland) Act 1960, s94	False statements
Mental Health (Scotland) Act 1960, s95	Ill-treatment or neglect of patients
Mental Health (Scotland) Act 1960, s96	Sexual offences against woman defective
Mental Health (Scotland) Act 1960, s97	Unlawful sexual intercourse with mental patient by staff or guardian
Mental Health (Scotland) Act 1960, s98	Assisting escape from mental institution or harbouring
Mental Health (Scotland) Act 1984, s104	Forgery of documents
Mental Health (Scotland) Act 1984, s105	Ill-treatment of patients
Mental Health (Scotland) Act 1984, s106	Unlawful sexual intercourse with protected persons / patients
Mental Health (Scotland) Act 1984, s107	Unlawful sexual intercourse with mentally handicapped female
Mental Health (Scotland) Act 1984, s108	Assisting patients to absent themselves without leave etc
Mental Health (Scotland) Act 1984, s109	Obstruction
Mental Health Act 1959, s125	Forgery of documents
Mental Health Act 1959, s126	Ill-treatment and wilful neglect
Mental Health Act 1959, s128	Sexual intercourse with patients

Mental Health Act 1959, s129	Assisting escape from mental institution or harbouring
Mental Health Act 1974, s90	Forgery of documents
Mental Health Act 1974, s91	Ill-treatment and wilful neglect
Mental Health Act 1974, s94	Assisting escape from mental institution or harbouring
Mental Health Act 1983, s126	Forgery, false statements, etc.
Mental Health Act 1983, s127	Ill-treatment of patients
Mental Health Act 1983, s128	Assisting patients to absent themselves without leave, etc.
Mental Health Act 1983, s129	Obstruction
Mental Health Act 1998, s122	Forgery and false statements, etc
Mental Health Act 1998, s123	Ill-treatment of patients
Mental Health Act 1998, s124	Assisting patients to absent themselves without leave
Mental Health Act 1998, s125	Obstruction
Merchant Shipping (Bailiwick Of Guernsey) Law 2002, s211	Damage, etc to lighthouses, etc
Merchant Shipping (Bailiwick Of Guernsey) Law 2002, s86	Failure to report dangers to navigation
Merchant Shipping Act 1894, s220	Endangering ship by misconduct
Merchant Shipping Act 1894, s666	Maliciously damage a lighthouse
Misuse of Drugs (Bailiwick of Guernsey) Law 1974, s3	Supplying a controlled drug to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 20	Aid or abet a drugs offence where drugs were supplied or offered to be supplied to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 21	Attempt, incite, aid, abet or assist drugs offence where drugs were supplied or offered to be supplied to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 5	Supplying a controlled drug to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 6	Supplying a scheduled substance to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 7	Supplying a scheduled substance to a child (under 16)
Misuse of Drugs Act 1971, s4(3)	Supplying or offering to supply, or being concerned in supplying or offering to supply, a controlled drug to a child (under 16)
Misuse of Drugs Act 1976, s4(3)	Supplying a controlled drug to a child (under 16)
Misuse of Drugs Act 1976, s20	Assisting in or inducing commission outside the Island of offence punishable under a corresponding law involving supply or offering to supply drugs to a child (under 16)
Modern Slavery Act 2015, s1	Slavery, servitude and forced or compulsory labour
Modern Slavery Act 2015, s2	Human trafficking
Nationality, Immigration and Asylum Act 2002, s145	Traffic in prostitution

Naval Discipline Act 1957, s42	Civil offences - equivalent offences
Northern Ireland (Emergency Provisions) Act 1978, s23	Training in making or use of firearms, explosives or explosive substances
Northern Ireland (Emergency Provisions) Act 1978, s32	Possession of items for terrorist purposes
Northern Ireland (Emergency Provisions) Act 1991, s27	Directing activities of a terrorist organisation
Northern Ireland (Emergency Provisions) Act 1991, s30	Possession of items for terrorist purposes
Northern Ireland (Emergency Provisions) Act 1991, s32	Training in making or use of firearms or explosives
Northern Ireland (Emergency Provisions) Act 1996, s29	Directing activities of a terrorist organisation
Northern Ireland (Emergency Provisions) Act 1996, s32	Possession of items for terrorist purposes
Northern Ireland (Emergency Provisions) Act 1996, s34	Training in making or use of firearms or explosives
Nuclear Material (Offences) Act 1983, s1	Offences committed outside the United Kingdom in relation to or by means of nuclear material
Nurses and Midwives Act (Northern Ireland) 1970, s14(1)(b)	Falsely claim to be registered
Nursing Homes Registration (Scotland) Act 1938, s4(3)	Fail to complete appropriate records
Obscene Publications (Bailiwick of Guernsey) Law 1985, s1(1)(a)	Importing or exporting obscene publications
Offences Against the Person Act 1861, s16	Threats to kill
Offences Against the Person Act 1861, s18	Wounding with intent to cause grievous bodily harm
Offences Against the Person Act 1861, s20	Malicious wounding
Offences Against the Person Act 1861, s21	Attempt to choke, suffocate or strangle in order to commit or assist in committing any indictable offence
Offences Against the Person Act 1861, s22	Using chloroform etc to commit or assist in the committing of any indictable offence
Offences Against the Person Act 1861, s23	Maliciously administering poison etc so as to endanger life or inflict grievous bodily harm
Offences Against the Person Act 1861, s27	Exposing children whereby life is endangered
Offences Against the Person Act 1861, s28	Causing bodily injury by explosives
Offences Against the Person Act 1861, s29	Using explosives etc with intent to do grievous bodily harm
Offences Against the Person Act 1861, s30	Placing explosives with intent to do bodily injury
Offences Against the Person Act 1861, s31	Setting spring guns etc with intent to do grievous bodily harm
Offences Against the Person Act 1861, s32	Endangering the safety of railway passengers
Offences Against the Person Act 1861, s35	Injuring persons by furious driving
Offences Against the Person Act 1861, s37	Assaulting officer preserving wreck
Offences Against the Person Act 1861, s38	Assault with intent to resist arrest
Offences Against the Person Act 1861, s4	Soliciting murder

Offences Against the Person Act 1861, s42	Common Assault or Battery where victim was under 16
Offences Against the Person Act 1861, s43	Aggravated assault against a child or young person
Offences Against the Person Act 1861, s47	Assault occasioning ABH
Offences Against the Person Act 1861, s48	Rape
Offences Against the Person Act 1861, s5	Manslaughter
Offences Against the Person Act 1861, s52	Indecent assault upon a female
Offences Against the Person Act 1861, s53	Abduction
Offences Against the Person Act 1861, s54	Abduction
Offences Against the Person Act 1861, s55	Abduction of a girl under 16
Offences Against the Person Act 1861, s56	Child stealing, receiving or harbouring a stolen child
Offences Against the Person Act 1861, s58	Administering drugs
Offences Against the Person Act 1861, s61	Buggery, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Offences Against the Person Act 1861, s62	Indecent assault upon a male
Petty Sessions and Summary Jurisdiction Act 1927, s56(2)	Aggravated assault, assault on a child or young person
Petty Sessions and Summary Jurisdiction Act 1927, s63(15) and (15A)	Indecent exposure
Petty Sessions and Summary Jurisdiction Act 1927, s66(4)	Furious driving
Pilotage Act 1913, s46	Endangering ship by misconduct
Pilotage Act 1983, s52	Endangering ship by misconduct
Prevention of Terrorism (Temporary Provisions) Act 1989, s16(A)	Possession of articles for terrorist purposes
Prevention of Terrorism (Temporary Provisions) Act 1989, s9	Contributing to acts of terrorism
Prevention of Terrorism Act 2000, s57	Possession of articles for terrorist purposes
Prison (Jersey) Law 1957, Art 29	Conveying drugs to a prisoner
Prohibition of Female Circumcision Act 1985, s1	Prohibition of female circumcision
Prohibition of Female Genital Mutilation (Scotland) Act 2005, s1	Female genital mutilation
Prohibition of Female Genital Mutilation (Scotland) Act 2005, s3	Aiding and abetting female genital mutilation
Prohibition of Female Genital Mutilation (Scotland) Act 2005, s4	Female genital mutilation - extra-territorial acts
Protection from Harassment (Bailiwick of Guernsey) Law 2005, s3	Putting people in fear of violence
Protection from Harassment (Northern Ireland) Order 1997, Art 6	Putting people in fear of violence
Protection from Harassment Act 1997, s4	Putting people in fear of violence
Protection from Harassment Act 1997, s4A	Stalking involving fear of violence or serious alarm or distress
Protection from Harassment Act 2000, s4	Putting people in fear of violence
Protection of Aircraft Act 1973, s1	Destroying, damaging or endangering aircraft

Protection of Aircraft Act 1973, s16	Possessing dangerous articles on aircraft, aerodrome or air navigation installation
Protection of Aircraft Act 1973, s2	Destroying or damaging air navigation facility or endangering aircraft
Protection of Aircraft Act 1973, s3	Inducing or assisting an offence against aircraft
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s1	Meeting a child following certain preliminary contact
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s10	Causing or inciting provision by child of sexual services or child pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s11	Controlling a child providing sexual services or involved in pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s12	Arranging or facilitating provision by child of sexual services or child pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s9	Paying for sexual services of a child
Protection of Children (Bailiwick of Gurnsey) Law 1985, s1	Gross indecency with/ towards a child or inciting a child to such an act
Protection of Children (Bailiwick of Gurnsey) Law 1985, s2	Print, publish, sell or hire, or possess with intent to sell or hire, harmful publications which would tend to corrupt a child
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3(1)(a)	Take, permit or make and indecent photographs or pseudo-photographs of children
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3(1)(b)	Distribute or show indecent photographs or pseudo-photographs of children
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3(1)(c)	Possess indecent photographs or pseudo-photographs of children with intent to distribute or show to others
Protection of Children (Bailiwick of Gurnsey) Law 1985, S3(1)(d)	Publish any advertisement regarding the distribution or showing of indecent photographs or pseudo-photographs of children
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3A(1)	Possess indecent photographs or pseudo-photographs of children
Protection of Children (Jersey) Law 1994, Art 2	Taking, or permitting to be taken, any indecent photograph of a child
Protection of Children (Northern Ireland) Order 1978, Art 3	Indecent photographs of children
Protection of Children (Scotland) Act 2003, s11(1)	Offences relating to working with children whilst disqualified
Protection of Children Act 1978, s1	Indecent photographs of children
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s1	Meeting a child following certain preliminary contact
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s10	Causing or inciting provision by child of sexual services or child pornography

Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s11	Controlling a child providing sexual services or involved in pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s12	Arranging or facilitating provision by child of sexual services or child pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s9	Paying for sexual services of a child
Protection of Children and Vulnerable Adults (Northern Ireland) Order 2003, Art 30	Offences relating to working with children whilst disqualified
Protection of the Person and Property Act (Northern Ireland) 1969, s3	Use of petrol bombs, etc
Protection of Vulnerable Groups (Scotland) Act 2007, s34	Barred person not to engage in regulated activity
Protection of Vulnerable Groups (Scotland) Act 2007, s35	Organisations not to use barred individuals for regulated work
Protection of Vulnerable Groups (Scotland) Act 2007, s36	Personnel suppliers not to supply barred individuals for regulated work
Psychoactive Substances Act 2016, s5	Supply of psychoactive substance to a child (under 16)
Public Order (Bailiwick of Guernsey) Law 2006, s1	Riot
Public Order (Bailiwick of Guernsey) Law 2006, s2	Violent disorder
Public Order (Bailiwick of Guernsey) Law 2006, s3	Affray
Public Order Act 1986, s1	Riot
Public Order Act 1986, s2	Violent disorder
Public Order Act 1986, s3	Affray
Public Order Act 1998, s1	Affray
Public Services Reform (Scotland) Act 2010, s78	Regulations: care services
Public Services Reform (Scotland) Act 2010, s80	Offences in relation to registration
Public Services Reform (Scotland) Act 2010, s81	False statements in applications
Punishment of Incest Act 1908, s1	Incest by males
Punishment of Incest Act 1908, s2	Incest by females
Registered Homes (Northern Ireland) Order 1992, Art 17(1)	Carrying on a home whilst not registered
Registered Homes Act 1984, s16(2)	Contravening or failing to comply with regulations
Registered Homes Act 1984, s17(6)	Obstruction
Registered Homes Act 1984, s2	Carrying on a residential care home without being registered
Registered Homes Act 1984, s23(1)	Carrying on a nursing home or mental nursing home without being registered
Registered Homes Act 1984, s23(6)	Failing to display a certificate of registration
Registered Homes Act 1984, s24(1)	Holding out premises as nursing home or maternity home

Registered Homes Act 1984, s24(2)	Holding out premises as mental nursing home
Registered Homes Act 1984, s26(e)	Contravening or failing to comply with regulations
Registered Homes Act 1984, s27(g)	Contravening or failing to comply with regulations
Registered Homes Act 1984, s29(4)	Failing to comply with a condition of registration
Registered Homes Act 1984, s35(5)	Obstruction
Registered Homes Act 1984, s35(6)	Obstruction
Registered Homes Act 1984, s5(5)	Failing to comply with a condition of registration
Registered Homes Act 1984, s5(6)	Failing to display a certificate of registration
Regulation of Care (Scotland) Act 2001, s21	Offences in relation to registration
Regulation of Care (Scotland) Act 2001, s22	False statements in applications
Regulation of Care (Scotland) Act 2001, s29(10)	Offences under regulations
Representation of the People Act 1949, s101	Abduction
Road Traffic (Drink Driving) (Guernsey) Law 1989, s1A	Causing death by careless driving when under the influence of drink or drugs
Road Traffic (Jersey) Law 1956, Art 14a	Causing death by dangerous driving
Road Traffic (Jersey) Law 1956, Art 23	Causing death by dangerous driving
Road Traffic (Jersey) Law 1956, Art 26	Causing death by careless driving when under the influence of drink or drugs
Road Traffic (Northern Ireland) Order 1981, Art 139	Causing death or grievous bodily harm by reckless driving
Road Traffic (Northern Ireland) Order 1981, Art 172(b)	Aggravated vehicle taking causing death or grievous bodily injury
Road Traffic (Northern Ireland) Order 1995, Art 11(a)	Causing death or grievous bodily injury by careless or inconsiderate driving
Road Traffic (Northern Ireland) Order 1995, Art 12(b)	Causing death by driving whilst disqualified
Road Traffic (Northern Ireland) Order 1995, Art 14	Causing death or grievous bodily injury by careless driving when under influence of drink or drugs
Road Traffic (Northern Ireland) Order 1995, Art 15	Causing death or grievous bodily injury by careless or inconsiderate driving with excess alcohol
Road Traffic (Northern Ireland) Order 1995, Art 9	Causing death or grievous bodily injury by dangerous driving
Road Traffic Act, 1960, s1	Causing death by reckless or dangerous driving
Road Traffic Act 1972, s1	Causing death by reckless or dangerous driving
Road Traffic Act 1985, s1	Causing death by dangerous driving
Road Traffic Act 1985, s1(a)	Causing serious bodily harm by dangerous driving
Road Traffic Act 1985, s2(b)	Causing death by careless or inconsiderate driving
Road Traffic Act 1985, s2(c)	Causing serious bodily harm by careless or inconsiderate driving
Road Traffic Act 1985, s3(a)	Causing death by careless driving when under the influence of drink or drugs
Road Traffic Act 1985, s3(b)	Causing death by driving whilst unlicensed, disqualified or uninsured

Road Traffic Act 1988, s1	Causing death by dangerous driving
Road Traffic Act 1988, s3A	Causing death by careless driving when under the influence of drink or drugs
Road Traffic Act 1988, s3ZB	Causing death by driving whilst unlicensed, disqualified or uninsured
Safeguarding Vulnerable Groups (Northern Ireland) Order 2007, Art 11	Barred person not to engage in regulated activity
Safeguarding Vulnerable Groups Act 2006, s19	Permitting or supplying a barred person to engage in regulated activity
Safeguarding Vulnerable Groups Act 2006, s7	Barred person not to engage in regulated activity
Safeguarding Vulnerable Groups Act 2006, s9	Use of barred person for regulated activity
Serious Crime Act 2007, s44	Intentionally encouraging or assisting an offence
Serious Crime Act 2007, s45	Encouraging or assisting an offence believing it will be committed
Serious Crime Act 2007, s46	Encouraging or assisting offences believing one or more will be committed
Sexual Offences (Amendment) Act 2000, s3	Abuse of position of trust
Sexual Offences (Bailiwick of Guernsey) Law 1983, s4	Procuring others to commit homosexual acts
Sexual Offences (Bailiwick of Guernsey) Law 1983, s5	Living on earnings of male prostitution
Sexual Offences (Conspiracy and Incitement) Act 1996, s1	Conspiracy to commit sexual offences outside the United Kingdom
Sexual Offences (Conspiracy and Incitement) Act 1996, s2	Incitement to commit sexual offences outside the United Kingdom
Sexual Offences (Jersey) Law 2007, Art 2	Meeting a child following sexual grooming, etc
Sexual Offences (Jersey) Law 2007, Art 3	Abuse of position of trust: sexual activity with a child
Sexual Offences (Jersey) Law 2007, Art 4	Abuse of position of trust: causing or inciting a child to engage in sexual activity
Sexual Offences (Jersey) Law 2007, Art 5	Abuse of position of trust: sexual activity in the presence of a child
Sexual Offences (Jersey) Law 2007, Art 6	Abuse of position of trust: causing a child to watch a sexual act
Sexual Offences (Northern Ireland) Order 1978, Art 3	Rape
Sexual Offences (Northern Ireland) Order 2008, Art 12	Rape of a child under 13
Sexual Offences (Northern Ireland) Order 2008, Art 13	Assault of a child under 13 by penetration
Sexual Offences (Northern Ireland) Order 2008, Art 14	Sexual assault of a child under 13
Sexual Offences (Northern Ireland) Order 2008, Art 15	Causing or inciting a child under 13 to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 16	Sexual activity with a child
Sexual Offences (Northern Ireland) Order 2008, Art 17	Causing or inciting a child to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 18	Engaging in sexual activity in the presence of a child
Sexual Offences (Northern Ireland) Order 2008, Art 19	Causing a child to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 20	Sexual offences against children committed by children or young persons
Sexual Offences (Northern Ireland) Order 2008, Art 21	Arranging or facilitating commission of a sex offence against a child

Sexual Offences (Northern Ireland) Order 2008, Art 22	Meeting a child following sexual grooming etc.
Sexual Offences (Northern Ireland) Order 2008, Art 23	Abuse of position of trust: sexual activity with a child
Sexual Offences (Northern Ireland) Order 2008, Art 24	Abuse of position of trust: causing or inciting a child to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 25	Abuse of position of trust: sexual activity in the presence of a child
Sexual Offences (Northern Ireland) Order 2008, Art 26	Abuse of position of trust: causing a child to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 27	Abuse of position of trust: acts done in England and Wales or Scotland
Sexual Offences (Northern Ireland) Order 2008, Art 32	Sexual activity with a child family member
Sexual Offences (Northern Ireland) Order 2008, Art 33	Inciting a child family member to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 37	Paying for sexual services of a child
Sexual Offences (Northern Ireland) Order 2008, Art 38	Causing or inciting child prostitution or pornography
Sexual Offences (Northern Ireland) Order 2008, Art 39	Controlling a child prostitute or a child involved in pornography
Sexual Offences (Northern Ireland) Order 2008, Art 40	Arranging or facilitating child prostitution or pornography
Sexual Offences (Northern Ireland) Order 2008, Art 42	Indecent photographs of persons aged 16 or 17
Sexual Offences (Northern Ireland) Order 2008, Art 43	Sexual activity with a person with a mental disorder impeding choice
Sexual Offences (Northern Ireland) Order 2008, Art 44	Causing or inciting a person, with a mental disorder impeding choice, to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 45	Engaging in sexual activity in the presence of a person with a mental disorder impeding choice
Sexual Offences (Northern Ireland) Order 2008, Art 46	Causing a person, with a mental disorder impeding choice, to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 47	Inducement, threat or deception to procure sexual activity with a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 48	Causing a person with a mental disorder to engage in or agree to sexual activity by inducement, threat or deception
Sexual Offences (Northern Ireland) Order 2008, Art 49	Engaging in sexual activity in the presence, by inducement, threat or deception, of a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 5	Rape
Sexual Offences (Northern Ireland) Order 2008, Art 50	Causing a person with a mental disorder to watch a sexual act by inducement, threat or deception
Sexual Offences (Northern Ireland) Order 2008, Art 51	Care workers: sexual activity with a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 52	Care workers: causing or inciting sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 53	Care workers: sexual activity in the presence of a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 54	Care workers: causing a person with a mental disorder to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 59	Loitering or soliciting for purposes of prostitution
Sexual Offences (Northern Ireland) Order 2008, Art 6	Assault by penetration

Sexual Offences (Northern Ireland) Order 2008, Art 60	Kerb-crawling
Sexual Offences (Northern Ireland) Order 2008, Art 61	Persistent soliciting
Sexual Offences (Northern Ireland) Order 2008, Art 62	Causing or inciting prostitution for gain
Sexual Offences (Northern Ireland) Order 2008, Art 63	Controlling prostitution for gain
Sexual Offences (Northern Ireland) Order 2008, Art 64	Keeping a brothel used for prostitution
Sexual Offences (Northern Ireland) Order 2008, Art 64A	Paying for sexual services of a prostitute subjected to force etc
Sexual Offences (Northern Ireland) Order 2008, Art 65	Administering a substance with intent
Sexual Offences (Northern Ireland) Order 2008, Art 66	Committing an offence with intent to commit a sexual offence
Sexual Offences (Northern Ireland) Order 2008, Art 67	Trespass with intent to commit a sexual offence
Sexual Offences (Northern Ireland) Order 2008, Art 68	Sex with an adult relative: penetration
Sexual Offences (Northern Ireland) Order 2008, Art 69	Sex with an adult relative: consenting to penetration
Sexual Offences (Northern Ireland) Order 2008, Art 7	Sexual assault
Sexual Offences (Northern Ireland) Order 2008, Art 70	Exposure
Sexual Offences (Northern Ireland) Order 2008, Art 71	Voyeurism
Sexual Offences (Northern Ireland) Order 2008, Art 73	Intercourse with an animal
Sexual Offences (Northern Ireland) Order 2008, Art 74	Sexual penetration of a corpse
Sexual Offences (Northern Ireland) Order 2008, Art 76	Offences outside the United Kingdom
Sexual Offences (Northern Ireland) Order 2008, Art 8	Causing a person to engage in sexual activity without consent
Sexual Offences (Scotland) Act 1967, s4	Procuring others to commit homosexual acts
Sexual Offences (Scotland) Act 1967, s5	Living on earnings of male prostitution
Sexual Offences (Scotland) Act 1976, s1	Procuring
Sexual Offences (Scotland) Act 1976, s10	Permitting girl to use premises for intercourse
Sexual Offences (Scotland) Act 1976, s11	Causing or encouraging seduction, prostitution, etc, of girl under 16
Sexual Offences (Scotland) Act 1976, s12	Persons trading in prostitution
Sexual Offences (Scotland) Act 1976, s13	Brothel keeping
Sexual Offences (Scotland) Act 1976, s14	Allowing child to be in brothel
Sexual Offences (Scotland) Act 1976, s2	Procuring by threats, etc
Sexual Offences (Scotland) Act 1976, s2A	Incest
Sexual Offences (Scotland) Act 1976, s2B	Intercourse with step-child
Sexual Offences (Scotland) Act 1976, s2C	Intercourse of person in position of trust with child under 16
Sexual Offences (Scotland) Act 1976, s3	Intercourse with girl under 13
Sexual Offences (Scotland) Act 1976, s4	Intercourse with girl between 13 and 16

Sexual Offences (Scotland) Act 1976, s5	Indecent behaviour towards girl between 12 and 16
Sexual Offences (Scotland) Act 1976, s7	Gross indecency between males, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences (Scotland) Act 1976, s8	Abduction of girl under 18 with intent to have sexual intercourse
Sexual Offences (Scotland) Act 1976, s9	Unlawful detention with intent to have sexual intercourse
Sexual Offences (Scotland) Act 2009, s1	Rape
Sexual Offences (Scotland) Act 2009, s2	Sexual assault by penetration
Sexual Offences (Scotland) Act 2009, s3	Sexual assault
Sexual Offences (Scotland) Act 2009, s4	Sexual coercion
Sexual Offences (Scotland) Act 2009, s11	Administering a substance for sexual purposes
Sexual Offences (Scotland) Act 2009, s18	Rape of a young child
Sexual Offences (Scotland) Act 2009, s19	Sexual assault on a young child by penetration
Sexual Offences (Scotland) Act 2009, s20	Sexual assault on a young child
Sexual Offences (Scotland) Act 2009, s21	Causing a young child to participate in a sexual activity
Sexual Offences (Scotland) Act 2009, s22	Causing a young child to be present during a sexual activity
Sexual Offences (Scotland) Act 2009, s23	Causing a young child to look at a sexual image
Sexual Offences (Scotland) Act 2009, s24	Communicating indecently with a young child etc
Sexual Offences (Scotland) Act 2009, s25	Sexual exposure to a young child
Sexual Offences (Scotland) Act 2009, s26	Voyeurism towards a young child
Sexual Offences (Scotland) Act 2009, s28	Having intercourse with an older child
Sexual Offences (Scotland) Act 2009, s29	Engaging in penetrative sexual activity with or towards an older child
Sexual Offences (Scotland) Act 2009, s30	Engaging in sexual activity with or towards an older child
Sexual Offences (Scotland) Act 2009, s31	Causing an older child to participate in a sexual activity
Sexual Offences (Scotland) Act 2009, s32	Causing an older child to be present during a sexual activity
Sexual Offences (Scotland) Act 2009, s33	Causing an older child to look at a sexual image
Sexual Offences (Scotland) Act 2009, s34	Communicating indecently with an older child etc
Sexual Offences (Scotland) Act 2009, s35	Sexual exposure to an older child
Sexual Offences (Scotland) Act 2009, s36	Voyeurism towards an older child
Sexual Offences (Scotland) Act 2009, s37	Older children engaging in sexual conduct with each other
Sexual Offences (Scotland) Act 2009, s42	Sexual abuse of trust
Sexual Offences (Scotland) Act 2009, s46	Sexual abuse of trust of a mentally disordered person
Sexual Offences (Scotland) Act 2009, s5	Coercing a person into being present during a sexual activity

Sexual Offences (Scotland) Act 2009, s6	Coercing a person into looking at a sexual image
Sexual Offences (Scotland) Act 2009, s7	Communicating indecently etc
Sexual Offences (Scotland) Act 2009, s8	Sexual exposure
Sexual Offences (Scotland) Act 2009, s9	Voyeurism
Sexual Offences Act 1956, s1	Rape
Sexual Offences Act 1956, s10	Incest by a man
Sexual Offences Act 1956, s11	Incest by a woman
Sexual Offences Act 1956, s12	Buggery, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences Act 1956, s13	Indecency between men, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences Act 1956, s14	Indecent assault on a woman
Sexual Offences Act 1956, s15	Indecent assault on a man
Sexual Offences Act 1956, s16	Assault with intent to commit buggery
Sexual Offences Act 1956, s17	Abduction of woman by force or for the sake of her property
Sexual Offences Act 1956, s19	Abduction of unmarried girl under 18 from parent or guardian
Sexual Offences Act 1956, s2	Procurement of woman by threats
Sexual Offences Act 1956, s20	Abduction of unmarried girl under 16 from parent or guardian
Sexual Offences Act 1956, s21	Abduction of defective from parent or guardian
Sexual Offences Act 1956, s22	Causing prostitution of women
Sexual Offences Act 1956, s23	Procuration of girl under 21
Sexual Offences Act 1956, s24	Detention of woman in brothel or other premises
Sexual Offences Act 1956, s25	Permitting girl under 13 to use premises for intercourse
Sexual Offences Act 1956, s26	Permitting girl between 13 and 16 to use premises for intercourse
Sexual Offences Act 1956, s27	Permitting defective to use premises for intercourse
Sexual Offences Act 1956, s28	Causing or encouraging prostitution of, intercourse with or indecent assault on, girl under 16
Sexual Offences Act 1956, s29	Causing or encouraging prostitution of defective
Sexual Offences Act 1956, s3	Procurement of woman by false pretences
Sexual Offences Act 1956, s30	Man living on earnings of prostitution
Sexual Offences Act 1956, s31	Woman exercising control over prostitute
Sexual Offences Act 1956, s32	Soliciting by men
Sexual Offences Act 1956, s33	Keeping a brothel

Sexual Offences Act 1956, s4	Administering drugs to to obtain or facilitate intercourse
Sexual Offences Act 1956, s5	Intercourse with girl under 13
Sexual Offences Act 1956, s6	Intercourse with girl between 13 and 16
Sexual Offences Act 1956, s7	Intercourse with defective
Sexual Offences Act 1956, s9	Procurement of defective
Sexual Offences Act 1967, s4	Procuring others to commit homosexual acts
Sexual Offences Act 1967, s5	Living on earnings of male prostitution
Sexual Offences Act 1992 (Isle of Man), s1	Rape
Sexual Offences Act 1992 (Isle of Man), s11	Assault with intent to commit buggery
Sexual Offences Act 1992 (Isle of Man), s12	Bestiality
Sexual Offences Act 1992 (Isle of Man), s13	Indecent assault
Sexual Offences Act 1992 (Isle of Man), s14	Gross indecency with person under 16
Sexual Offences Act 1992 (Isle of Man), s15	Abduction by force
Sexual Offences Act 1992 (Isle of Man), s16	Abducting woman defective
Sexual Offences Act 1992 (Isle of Man), s17	Causing prostitution
Sexual Offences Act 1992 (Isle of Man), s18	Procurement of person under 18
Sexual Offences Act 1992 (Isle of Man), s19	Procuring woman defective
Sexual Offences Act 1992 (Isle of Man), s2	Procurement by threats or lies
Sexual Offences Act 1992 (Isle of Man), s20	Detention in brothel
Sexual Offences Act 1992 (Isle of Man), s21	Permitting person under 16 to use premises for sex
Sexual Offences Act 1992 (Isle of Man), s22	Permitting defective to use premises for intercourse
Sexual Offences Act 1992 (Isle of Man), s23	Causing or encouraging prostitution of person under 16
Sexual Offences Act 1992 (Isle of Man), s24	Causing defective to become prostitute
Sexual Offences Act 1992 (Isle of Man), s25	Living on immoral earnings or exercising control over prostitute
Sexual Offences Act 1992 (Isle of Man), s26	Soliciting
Sexual Offences Act 1992 (Isle of Man), s27	Loitering for purposes of prostitution
Sexual Offences Act 1992 (Isle of Man), s28	Brothel keeping
Sexual Offences Act 1992 (Isle of Man), s29	Letting premises for use as brothel
Sexual Offences Act 1992 (Isle of Man), s3	Administering drugs for sexual purposes
Sexual Offences Act 1992 (Isle of Man), s30	Cause girl under 16 to become prostitute, permit premises to be used as brothel
Sexual Offences Act 1992 (Isle of Man), s31	Permit premises to be used for prostitution
Sexual Offences Act 1992 (Isle of Man), s4	Unlawful sexual intercourse

Sexual Offences Act 1992 (Isle of Man), s5	Sexual act with subnormal person
Sexual Offences Act 1992 (Isle of Man), s6	Sexual offences against mental patient by hospital staff or guardian
Sexual Offences Act 1992 (Isle of Man), s7	Incest (including attempted)
Sexual Offences Act 1992 (Isle of Man), s8	Inciting girl under 16 to commit incest
Sexual Offences Act 1992 (Isle of Man), s9	Buggery, gross indecency and procuring man, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences Act 1997, s29	Brothel keeping
Sexual Offences Act 1997, s30	Permit premises to be used as a brothel
Sexual Offences Act 2003, s113(1)	Engaging in conduct prohibited by a sexual offences prevention order
Sexual Offences Act 2003, s1	Rape
Sexual Offences Act 2003, s10	Causing or inciting a child to engage in sexual activity
Sexual Offences Act 2003, s11	Engaging in sexual activity in the presence of a child
Sexual Offences Act 2003, s12	Causing a child to watch a sexual act
Sexual Offences Act 2003, s13	Child sex offences committed by children or young persons
Sexual Offences Act 2003, s14	Arranging or facilitating commission of a child sex offence
Sexual Offences Act 2003, s15	Meeting a child following sexual grooming
Sexual Offences Act 2003, s16	Abuse of position of trust sexual activity with a child
Sexual Offences Act 2003, s17	Abuse of position of trust causing or inciting a child to engage in sexual activity
Sexual Offences Act 2003, s18	Abuse of position of trust sexual activity in the presence of a child
Sexual Offences Act 2003, s19	Abuse of position of trust causing a child to watch a sexual act
Sexual Offences Act 2003, s2	Assault by penetration
Sexual Offences Act 2003, s20	Abuse of position of trust: acts done in Scotland
Sexual Offences Act 2003, s25	Sexual activity with a child family member
Sexual Offences Act 2003, s26	Inciting a child family member to engage in sexual activity
Sexual Offences Act 2003, s3	Sexual assault
Sexual Offences Act 2003, s30	Sexual activity with a person with a mental disorder impeding choice
Sexual Offences Act 2003, s31	causing or inciting a person with a mental disorder impeding choice to engage in sexual activity
Sexual Offences Act 2003, s32	Engaging in sexual activity in the presence of a person with a mental disorder impeding choice
Sexual Offences Act 2003, s33	Causing a person with a mental disorder impeding choice to watch a sexual act
Sexual Offences Act 2003, s34	Inducement threat or deception to procure sexual activity with a person with a mental disorder

Sexual Offences Act 2003, s35	Causing person with a mental disorder to engage in or agree to engage in sexual activity by inducement threat or deception
Sexual Offences Act 2003, s36	Engaging in sexual activity in the presence, procured by inducement threat or deception of a person with a mental disorder
Sexual Offences Act 2003, s37	Causing a person with a mental disorder to watch a sexual act by inducement threat or deception
Sexual Offences Act 2003, s38	Care workers sexual activity with a person with a mental disorder
Sexual Offences Act 2003, s39	Care workers causing or inciting sexual activity
Sexual Offences Act 2003, s4	Causing a person to engage in sexual activity without consent
Sexual Offences Act 2003, s40	Care workers sexual activity in the presence of a person with a mental disorder
Sexual Offences Act 2003, s41	Care workers causing a person with a mental disorder to watch a sexual act
Sexual Offences Act 2003, s47	Paying for sexual services of a child
Sexual Offences Act 2003, s48	Causing or inciting child prostitution or pornography
Sexual Offences Act 2003, s49	Controlling a child prostitute or a child involved in pornography
Sexual Offences Act 2003, s5	Rape of a child under 13
Sexual Offences Act 2003, s50	Arranging or facilitating child prostitution or pornography
Sexual Offences Act 2003, s52	Causing or inciting prostitution for gain
Sexual Offences Act 2003, s53	Controlling prostitution for gain
Sexual Offences Act 2003, s57	Trafficking into the UK for sexual exploitation
Sexual Offences Act 2003, s58	Trafficking within the UK for sexual exploitation
Sexual Offences Act 2003, s59	Trafficking out of the UK for sexual exploitation
Sexual Offences Act 2003, s59A	Trafficking for sexual exploitation
Sexual Offences Act 2003, s6	Assault of a child under 13 by penetration
Sexual Offences Act 2003, s61	Administering a substance with intent
Sexual Offences Act 2003, s62	Committing an offence w/l to commit a sexual offence
Sexual Offences Act 2003, s63	Trespass w/l to commit a sexual offence
Sexual Offences Act 2003, s64	Sex with an adult relative - penetration
Sexual Offences Act 2003, s65	Sex with an adult relative consenting to penetration
Sexual Offences Act 2003, s66	Exposure
Sexual Offences Act 2003, s67	Voyeurism
Sexual Offences Act 2003, s69	Intercourse with an animal
Sexual Offences Act 2003, s7	Sexual assault on a child under 13
Sexual Offences Act 2003, s70	Sexual penetration of a corpse

Sexual Offences Act 2003, s72	Offences outside the United Kingdom
Sexual Offences Act 2003, s8	causing or inciting a child under 13 to engage in sexual activity
Sexual Offences Act 2003, s9	Sexual activity with a child
Sexual Offenders Act 1997, s7	Extension of jurisdiction: England and Wales and Northern Ireland
Social Work (Scotland) Act 1968, s17(8)	Harbouring
Social Work (Scotland) Act 1968, s22	Lack of parental care
Social Work (Scotland) Act 1968, s32	Lack of parental care
Social Work (Scotland) Act 1968, s60(3)	Control of residential and other establishments
Social Work (Scotland) Act 1968, s61(3)	Restriction on carrying on of establishments
Social Work (Scotland) Act 1968, s62(6)	Offences relating to the registration of residential and other establishments
Social Work (Scotland) Act 1968, s71	Harbouring
Summary Jurisdiction (Northern Ireland) Act 1851, s13	Furious driving
Taking of Hostages Act 1982, s1	Hostage taking
Terrorism Act 2000, s54	Weapons training
Terrorism Act 2000, s56	Directing terrorist organisation
Terrorism Act 2000, s57	Possession of article for terrorist purposes
Terrorism Act 2000, s58A	Eliciting, publishing or communicating information to assist commission or preparation of terrorism
Terrorism Act 2000, s59	Inciting terrorism overseas
Terrorism Act 2000, s60	Inciting an act of terrorism outside the United Kingdom
Terrorism Act 2000, s61	Incite another person to commit an act of terrorism
Terrorism Act 2000, s62	Committing terrorist bombings outside the United Kingdom, where the underlying offence is section 2 or section 3 of the Explosive Substances Act 1883
Terrorism Act 2000, s63	Commit an act of terrorism
Terrorism Act 2006, s10	Use of radioactive device or material for terrorist purposes
Terrorism Act 2006, s11	Terrorist threats relating to radioactive devices
Terrorism Act 2006, s5	Preparation of terrorist acts
Terrorism Act 2006, s6	Training for terrorism
Terrorism Act 2006, s9	Making or possession of radioactive device or material
Terrorism Act 2006, s17	Commission of offences abroad, where the underlying offence is specified in this list
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s55	Weapons training
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s57	Directing terrorist organisation

Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s58	Possession of article for terrorist purposes
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s60	Inciting terrorism overseas
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s61	Terrorist bombings overseas, where the underlying offence is section 3 of the Explosive Substances Act 1883
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s63	Use etc of nuclear weapons
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s66	Assisting or inducing certain weapons related acts overseas
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s71	Use of noxious substances to cause harm or intimidate
Theft (Bailiwick of Guernsey) Law 1983, s10	Aggravated burglary
Theft (Bailiwick of Guernsey) Law 1983, s8	Robbery
Theft (Bailiwick of Guernsey) Law 1983, s14	Robbery
Theft (Bailiwick of Guernsey) Law 1983, s9(1)(a)	Burglary with intent to steal (victim under 16), commit rape or grievous bodily harm, or do unlawful damage to a building or anything in it
Theft (Bailiwick of Guernsey) Law 1983, s9(1)(b)	Burglary inflicting or attempting to inflict grievous bodily harm
Theft Act (Northern Ireland) 1969, s9	Burglary (victim under 16)
Theft Act (Northern Ireland) 1969, s10	Aggravated burglary
Theft Act (Northern Ireland) 1969, s14	Robbery
Theft Act (Northern Ireland) 1969, s8	Robbery
Theft Act 1968, s10	Aggravated burglary
Theft Act 1968, s12A	Aggravated vehicle taking involving an accident causing death
Theft Act 1968, s8	Robbery or assault w/l to rob
Theft Act 1968, s9(1)(a)	Burglary with intent to steal (victim under 16), commit rape or grievous bodily harm, or do unlawful damage to a building or anything in it
Theft Act 1968, s9(1)(b)	Burglary inflicting or attempting to inflict grievous bodily harm
Theft Act 1981, s10	Aggravated burglary
Theft Act 1981, s8	Robbery
Theft Act 1981, s9(1)(a)	Burglary with intent to steal (victim under 16), commit rape or grievous bodily harm, or do unlawful damage to a building or anything in it
Theft Act 1981, s9(1)(b)	Burglary inflicting or attempting to inflict grievous bodily harm
Town Police Clauses Act 1847, s28	Indecent exposure or loitering for the purposes of prostitution
Vagrancy Act 1824, s4	Indecent exposure
Vagrancy Act 1893, s1	Exercising control over prostitutes
Vagrancy Act 1898, s1	Living on the earnings of prostitution, or persistently soliciting or importuning

Vehicular Traffic (Causing Death by Driving) (Alderney) Law 1972, s1	Causing death by dangerous or reckless driving
Vehicular Traffic (Causing Death by Driving) Law) 1957, s1	Causing death by dangerous or reckless driving
Wireless Telegraphy Act 1949, s5(a)	Sending misleading message likely to endanger person, vessel or aircraft
Wreck and Salvage (Vessels and Aircraft) (Bailiwick of Guernsey) Law 1986, s18A(5)(c)	Assaulting authorised person preserving wreck
Any offence of attempting or conspiring to commit any offence specified above	
Any offence of inciting, or aiding, abetting, counselling or procuring the commission of any offence specified above	
Any offence under the law of Scotland or Northern Ireland or any territory outside the United Kingdom which corresponds to an offence under the law of England and Wales specified above	

Order Schedule 24 (Collaboration)

1. BACKGROUND

1.1 The Buyer has appointed the following three key suppliers in relation to the What Works strand of the Multiply Programme ("Programme"):

- i. A Product Development Supplier (as notified to the Supplier by the Buyer) to develop and/or refine products or approaches that will be tested as part of the Trials ("Product Development Supplier").
- ii. A Management of Intervention Delivery Supplier (this Supplier) to oversee aspects of the delivery of the numeracy learning interventions that will be tested as part of the Trials, working alongside local authorities and learning providers ("Management of Intervention Delivery Supplier").
- iii. A Supplier, (as notified to the Supplier by the Buyer) who is appointed to design, deliver, quality assure and report on evaluation activity related to the Trials ("Evaluation Supplier").

The Product Development Supplier and Evaluation Supplier are defined as the **"Other Suppliers"**.

1.2 The Management of Intervention Delivery Supplier is required to collaborate with the Other Suppliers to:

- (a) receive products from the Product Development Supplier and liaise with the Product Development Supplier to understand the products and associated training needs and clarify any issues surrounding correct implementation of the products;
- (b) attend intervention design and evaluation approach meetings with the Evaluation Supplier and Product Development Supplier to discuss the intervention, understand how it will operate, agree the recruitment approach (including any scripting and data collection) and agree roles and responsibilities;
- (c) liaise with the Evaluation Supplier on timing of the Trials;
- (d) liaise with the Evaluation Supplier on data capture needs of the evaluator during the recruitment of the trials; and
- (e) work with the Evaluation Supplier to ensure the trial quality assurance processes are aligned

1.3 The Management of Intervention Delivery Supplier shall co-operate and collaborate with the Other Suppliers as set out in this Schedule in order to support the Buyer in achieving the objectives of the Programme.

1.4 Unless otherwise defined in this Schedule, capitalised terms used in this Schedule shall have the meanings given to them in this Contract.

2. Management of Intervention Delivery Suppliers Obligations

2.1 The Management of Intervention Delivery Supplier shall:

2.1.1 co-operate with the Other Suppliers in all matters relating to the Programme, including:

- i. Promptly responding to the Other Suppliers' queries in relation to the Deliverables;
- ii. Within five (5) Working Days of the Other Suppliers' request (or such other timeframe agreed by the Supplier and the relevant Other Supplier in writing), supplying to the Other Suppliers such information and assistance as reasonably requested by the Other Suppliers relating to the Programme, to enable the Other Suppliers to perform their own obligations in relation to the Programme;
- iii. Providing to the Other Suppliers all documents, information and materials it deems necessary in relation to the Programme, including as set out at paragraph 2.2 and 2.3 below; and
- iv. Keeping the Other Suppliers regularly informed about the Supplier's own progress in relation to the Programme;

2.1.2 provide details of the Supplier Authorised Representative to the Other Suppliers that shall act on behalf of the Supplier and as a point of contact for the Other Suppliers;

2.1.3 attend regular discussions with the Other Suppliers in relation to the Programme, through a series of Intervention Delivery and Evaluation Analysis meetings and via any other process agreed as agreed as part of joint working, including in relation to:

- i. any issues of concern regarding its obligations in relation to the Programme that may impact on delivery by the Other Suppliers;
- ii. its progress against any deadlines under this Contract that may impact on delivery by the Other Supplier; and
- iii. such other matters as may be agreed between the Buyer, the Supplier and the Other Suppliers from time to time,

2.1.4 attend all meetings reasonably required by the Other Suppliers or the 'Board' (comprising of the management of intervention delivery supplier and the Other Suppliers) in relation to the Programme; and

2.1.5 promptly notifying the Other Suppliers if the management of intervention delivery supplier believes that it may not be able to comply with its obligations under this Schedule.

2.2 The Management of Intervention Delivery Supplier shall follow the guidelines on collaborative working in its delivery of this Contract to successfully deliver Trials that have been established by the Education Endowment Foundation, including that set out in the [EEF Implementation and Process Evaluation Handbook](#) and in the [EEF Recruitment and Retention Guidance](#).

2.3 The Management of Intervention Delivery Supplier shall share analytical performance data with the Local authorities in which the trial is taking place and Other suppliers. This data should not include any personal data of any trial participants.

3. KPIS

3.1 Annex A sets out the joint key performance indicators ("KPIs") that are to be achieved by the Supplier and Other Suppliers during each Six [6] week monitoring period.

4. Cooperation Principles

4.1 The management of intervention delivery supplier shall act in accordance with the following collaborative working principles in the delivery of this Contract:

- i. Proactively leading on, mitigating and contributing to the resolution of problems or issues as between the Other Supplier, the Supplier and the Buyer irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- ii. Being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers;
- iii. Where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Suppliers;
- iv. Providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- v. Identifying, implementing and capitalising on opportunities to improve Deliverables and deliver better solutions and performance throughout the relationship lifecycle.

5. Dispute Resolution Process

5.1 If any dispute arises as to the Supplier's compliance with its obligations under this Schedule, then:

5.1.1 the management of intervention delivery supplier and the relevant Other Supplier shall attempt to resolve the issue within ten [10] Working Days of the issue arising;

5.1.2 if the Supplier and the relevant Other Supplier have not resolved the issue within ten [10] Working Days of the issue arising, the Buyer or the relevant Other Supplier may escalate the issue to the DfE RCT Steering Group by giving written notice to the Supplier and the Buyer and the Other Suppliers (as applicable).

5.1.2 if the DfE RCT Steering Group fails to resolve the issue within [15] Working Days of being referred to it, the Buyer or the Other Suppliers may refer the issue to the Multiply Delivery Board.

5.2 The decision of the Multiply Delivery Board shall be final.

Draft Collaboration Schedule KPIs

Enablers	KPI and how it will be measured	Rating thresholds	Target for each 6 week monitoring period
Attendance	Supplier attends each IDEA joint-working meetings, as agreed in the IDEA Delivery Plan and approved by the DfE RCT Steering Group <i>Measurement: review of attendance list from IDEA meeting minutes</i>	Good: 100% Approaching target: 97-99% Requires Improvement: 95-96% Inadequate: less than 95%	Supplier to be rated as 'good'
Access to appropriate staff	Supplier ensures the most appropriate staff are involved in collaborative working so expertise can be shared and decisions made according to the deadline(s) set <i>Measurement (1): review of attendance list from IDEA meeting minutes</i> <i>Measurement: Customer survey feedback that this is done 'all' or 'almost all' of the time during each monitoring period. Customers to include DfE research, policy, PPM and Other Suppliers</i>	Good: 100% Approaching target: 97-99% Requires Improvement: 95-96% Inadequate: less than 95%	Supplier to be rated as 'good' or 'approaching target' on both measures.
Transparency	Supplier shares all required information, as outlined in each relevant IDEA delivery plan and approved by the DfE RCT Steering Group, with the RCT evaluator and the RCT Products Supplier by the deadline(s) set. <i>Measurement (1): review of closed action lists from IDEA meeting minutes</i> <i>Measurement: Customer survey feedback that this is done 'all' or 'almost all' of the time during each monitoring period.</i>	Good: 100% Approaching target: 97-99% Requires Improvement: 95-96% Inadequate: less than 95%	Supplier to be rated as 'good' or 'approaching target' on both measures.

	<i>Customers to include DfE research, policy, PPM and Other Suppliers</i>		
Responsive-ness	Supplier ensures they respond to requests from the Products Supplier and the Evaluation Supplier within 5 working days of them being made (NB a response includes escalation to the DfE Steering Group if suppliers disagree on a particular action or way forward) <i>Measurement: Customer survey feedback that this is done 'all' or 'almost all' of the time during each monitoring period. Customers to include DfE research, policy, PPM and Other Suppliers</i>	Good: 100% Approaching target: 97-99% Requires Improvement: 95-96% Inadequate: less than 95%	Supplier to be rated as 'good' or 'approaching target' each quarter.
Professional behaviour (CP1)	Supplier behaves in a professional and courteous manner in all collaborative work, including: respecting diverse viewpoints; acting ethically and being solution-focussed <i>Measurement: Customer survey feedback that this is done 'all' or 'almost all' of the time during each monitoring period. Customers to include DfE research, policy, PPM and Other Suppliers</i>	Good: 100% Approaching target: 97-99% Requires Improvement: 95-96% Inadequate: less than 95%	Supplier to be rated as 'good' or 'approaching target' each quarter.

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