

DATED 2019

**THE SECRETARY OF STATE FOR (1)
WORK AND PENSIONS**

AND

**NG BAILEY FACILITIES SERVICES (2)
LIMITED**

**LIFE SYSTEMS SERVICES
AGREEMENT**

MILLS & REEVE

Contents

SECTION A – PRELIMINARIES	1
1 Definitions and Interpretations	1
2 Due Diligence	3
3 Warranties	5
SECTION B – THE SERVICES.....	8
4 Term.....	8
5 Services	8
6 Interface with the Authority Supply Chain	16
7 Equipment and PPM Plans.....	20
SECTION C – PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS	23
8 Financial and Taxation Matters.....	23
SECTION D - CONTRACT GOVERNANCE	26
9 Governance.....	26
10 Records, Reports, Audits & Open Book Data	26
11 Change.....	27
SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN	30
12 Supplier Personnel	30
13 Supply Chain Rights and Protections	34
SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY	41
14 Intellectual Property Rights.....	41
15 IPRs Indemnity	42
16 Authority data and security requirements.....	43
17 Confidentiality.....	47
18 Transparency and Freedom of Information.....	50
19 Publicity and Branding.....	52
SECTION G - LIABILITY, INDEMNITIES AND INSURANCE	53

20	Limitations On Liability.....	53
21	Insurance	55
SECTION H – REMEDIES AND RELIEF		56
22	Rectification Plan Process.....	56
23	Step-In Rights.....	58
24	Force Majeure	60
25	Supplier’s Relief	63
SECTION I – TERMINATION AND EXIT MANAGEMENT		64
26	Termination Rights	64
27	Consequences of Expiry or Termination	65
SECTION J - MISCELLANEOUS AND GOVERNING LAW		68
28	Compliance	68
29	Assignment and Novation.....	70
30	Waiver and Cumulative Remedies.....	71
31	Relationship of the Parties.....	72
32	Prevention of Fraud and Bribery	72
33	Severance	74
34	Further Assurances	75
35	Entire Agreement	75
36	Third Party Rights.....	75
37	Notices	76
38	Disputes	77
39	Governing Law And Jurisdiction	77
40	Guarantee	78
41	No Variation.....	78
42	Counterparts.....	78
Schedule 1		80
	Definitions	80

Schedule 2.....	114
Service Requirements	114
Part 2.1 – Services Description	114
Part 2.2 – Performance Levels.....	135
Part 2.3 – Standards.....	140
Part 2.4 – Security Management.....	141
Part 2.5 – Insurance Requirements.....	150
Schedule 3.....	160
Authority Responsibilities.....	160
Schedule 4.....	162
Supplier Matters	162
Part 4.1 - NOT USED.....	162
Part 4.2 – Commercially Sensitive Information.....	163
Part 4.3 – Notified Key Sub-Contractors	165
Part 4.4 – Third Party Contracts.....	166
Schedule 5.....	167
NOT USED.....	167
Schedule 6.....	168
NOT USED.....	168
Schedule 7.....	169
Financial Matters	169
Part 7.1 – Charges and Invoicing	169
Part 7.2 – NOT USED.....	178
Part 7.3 – NOT USED.....	178
Part 7.4 – Financial Distress	179
Part 7.5 – Financial Reports and Audit Rights.....	185
Schedule 8.....	196
Governance.....	196
Part 8.1 - Governance.....	196
Part 8.2 - Change Control Procedure.....	207
Part 8.3 - Dispute Resolution Procedure	218
Part 8.5 - Exit Management	231
Part 8.6 - NOT USED.....	251
Part 8.7 - Conduct of Claims	252
Schedule 9.....	255
Employment	255
Part 9.1 – Staff Transfer.....	255
Part 9.2 – Key Personnel	290
Schedule 10.....	291
Guarantee	291
Schedule 11.....	292
Personal Data.....	292

THIS AGREEMENT is made on

2019

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR WORK AND PENSIONS**, acting as part of the Crown (the “**Authority**”); and
- (2) **NG BAILEY FACILITIES SERVICES LIMITED** a company registered in England and Wales under company number 05472032 whose registered office is at Denton Hall, Denton, Ilkley, West Yorkshire LS29 0HH (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

INTRODUCTION

- (A) The Authority operates from a number of premises in the Authority Estate and wishes to appoint the Supplier to provide management and maintenance services in relation to life systems across the Authority Estate.
- (B) The Supplier is a leading provider of facilities management services and has experience in providing the required services.
- (C) The Authority has selected the Supplier as its preferred supplier.
- (D) The Supply Chain Integrator provides overall management services in relation to the Authority Estate and the Authority Supply Chain Contracts.
- (E) Following negotiations, the Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

IT IS AGREED as follows:

SECTION A – PRELIMINARIES

1 Definitions and Interpretations

- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the relevant Clause or Schedule in which that capitalised expression appears.

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes the other gender and the neuter;
 - 1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.2.5 any reference in this Agreement which immediately before Exit Day is a reference to (as it has effect from time to time):
 - (i) 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 and which 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
 - (ii) 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;
 - 1.2.6 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”;
 - 1.2.7 references to “in writing” mean by typed written letter or where the context permits by electronic mail;
 - 1.2.8 the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;

- 1.2.9 unless otherwise provided and save for references in Schedule 10 (Guarantee), references to Clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear; and
- 1.2.10 references to this Agreement are references to this Agreement as amended from time to time.
- 1.3 Where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Agreement with a reference to the replacement hyperlink.
- 1.4 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the Clauses and Schedule 1 (Definitions);
- 1.4.2 Schedules 2.1 (Services Description) and 2.3 (Standards) and their Annexes; and
- 1.4.3 any other Schedules and their Annexes.
- 1.5 The Schedules and their Annexes form part of this Agreement.
- 1.6 In entering into this Agreement the Authority is acting as part of the Crown.
- 1.7 Notwithstanding any other provision and for the avoidance of doubt, nothing in this Agreement shall be construed so as to confer any obligation on the Supplier as to fitness for purpose of design or specification and the duty of the Supplier in relation to the design and specification shall be limited to the exercise of the reasonable skill and care of an appropriately qualified professional designer and not further or otherwise, save to the extent that the specification relates to compliance with Law and/or health and safety requirements.

2 Due Diligence

2.1 [REDACTED]

2.2 The Supplier shall undertake due diligence in relation to the Legacy Services and the Authority Estate as part of the Scoping Services.

2.3 Subject to clause 2.4, during the Scoping Period:

2.3.1 the Authority shall deliver or make available to the Supplier such information and documents as the Supplier (acting reasonably) considers necessary or relevant in order to perform its obligations under this Agreement;

2.3.2 the Supplier shall make its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;

2.3.3 the Supplier shall satisfy itself (whether by inspection or having raised all relevant due diligence questions with the Authority) of all relevant details relating to:

(i) the Authority Requirements;

(ii) the operating processes and procedures and the working methods of the Authority;

(iii) the existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Agreement and/or which the Supplier will require the benefit of for the provision of the Services; and

(iv) any contracts (in redacted form) which will have an impact on the operation of this Agreement including the Authority Supply Chain Contracts, to the extent provided as part of or referred to in the Due Diligence Information,

2.4 Notwithstanding any other provision of this Agreement, from the Legacy Services Transfer Date, the Supplier shall not be excused from the performance of any of its obligations under this Agreement on the grounds of:

2.4.1 any unsuitable aspects of the Operating Environment;

2.4.2 any misinterpretation of the Authority Requirements; and/or

2.4.3 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information,

save that the Supplier shall be excused in relation to a matter that would not reasonably have been foreseen by a qualified and competent contractor experienced in works and services of a similar size, scope, nature and complexity to the Services and such contractor having had regard to all information relating to the particular matter that was available to the Supplier at the time of the Supplier's Default.

3 Warranties

3.1 The Authority represents and warrants that:

3.1.1 it has full capacity and authority to enter into and to perform this Agreement;

3.1.2 this Agreement is executed by its duly authorised representative;

3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement; and

3.1.4 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

3.2 The Supplier represents and warrants that:

3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

3.2.2 it has full capacity and authority to enter into and to perform this Agreement;

3.2.3 this Agreement is executed by its duly authorised representative;

3.2.4 it has all necessary consents and regulatory approvals to enter into this Agreement;

- 3.2.5 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Agreement;
- 3.2.6 its execution, delivery and performance of its obligations under this Agreement will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 3.2.7 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 3.2.8 all written statements and representations in any written submissions made by the Supplier during the course of negotiation and award of this Agreement remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the date of this Agreement;
- 3.2.9 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 3.2.10 it has all necessary rights in the Third Party IPRs, the Supplier's Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by the Authority;
- 3.2.11 it is not subject to any contractual obligation, compliance with which is likely to have a Material Adverse Effect;
- 3.2.12 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier

or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

- 3.2.13 within the previous 12 months, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Agreement had this Agreement been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.
- 3.3 The representations and warranties set out in Clause 3.2 shall be deemed to be repeated by the Supplier on the Effective Date and the Full Service Commencement Date by reference to the facts then existing.
- 3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.
- 3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 has been breached, is untrue or is misleading, it shall promptly notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.6 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Supplier.
- 3.7 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

SECTION B – THE SERVICES

4 Term

4.1 This Agreement shall:

4.1.1 come into force on the Effective Date; and

4.1.2 unless terminated at an earlier date by operation of Law or in accordance with Clause 26 (Termination Rights), will terminate:

(i) if the Service Transfer Date occurs during the Initial Term, at the end of the Initial Term; or

(ii) if the Service Transfer Date has not occurred by the end of the Initial Term, on the earlier of:

(A) the Service Transfer Date; and

(B) the Long Stop Date.

5 Services

Standard of Services

5.1 The Supplier shall provide the:

5.1.1 Scoping Services during the Scoping Period;

5.1.2 Interim Services during the Interim Period; and

5.1.3 Full Service from the Full Service Commencement Date.

5.2 Subject to Clause 1.7, the Supplier shall ensure that:

5.2.1 the Services:

(i) comply in all respects with the Services Description; and

(ii) are supplied in accordance with the Supplier Solution and the provisions of this Agreement.

- 5.3 Subject to Clause 1.7, the Supplier shall:
- 5.3.1 perform its obligations under this Agreement, including in relation to the supply of the Services and any Goods in accordance with:
- (i) all applicable Law;
 - (ii) Good Industry Practice;
 - (iii) the Standards;
 - (iv) the Baseline Security Requirements;
 - (v) the Risk Management Plan; and
 - (vi) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3.1(i) to 5.3.1(v);
- 5.3.2 deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money;
- 5.3.3 ensure that the delivery of the Services is consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it;
- 5.3.4 in relation to the delivery of the Services, support and reflect at all times the public service ethos of the Authority;
- 5.3.5 in relation to the delivery of the Services, share best practice with and support the Authority to enhance environmental performance;
- 5.3.6 implement an appropriate environmental management system for the Services in accordance with ISO14001 or equivalent;
- 5.3.7 co-operate and work with the Authority and its stakeholders and the Authority Supply Chain Members to facilitate the effective provision of the Services; and
- 5.3.8 ensure that its IT systems are compatible with those operated by the Authority, the Authority Supply Chain Members and Central Government Bodies in accordance with Schedule 2.4 (Security Management).

5.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3.1(i) to 5.3.1(v):

5.4.1 the Supplier shall promptly notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with;

5.4.2 subject to Clause 5.4.3, the Supplier shall comply with such instructions at no cost to the Authority and such compliance shall not be deemed to be an Authority Responsibility;

5.4.3 if the Supplier demonstrates to the Authority's reasonable satisfaction that the Authority's instructions pursuant to Clause 5.4.1 will require the Supplier to:

(i) perform additional obligations; and/or

(ii) incur additional expense that the Supplier is otherwise unable to recover under the Charges,

in order for the Supplier to meet its obligations under this Agreement (as confirmed by the Authority pursuant to Clause 5.4.1), the matter shall be processed as a Change under the Change Control Procedure and priced in accordance with the rates and principles set out in Schedule 7.1 (Charges and Invoicing).

Risk Management Plan

5.5 The Supplier shall:

5.5.1 provide the Services in accordance with the Risk Management Plan;

5.5.2 review the Risk Management Plan at each Risk Reduction Meeting for adequacy and effectiveness; and

5.5.3 any Changes to the Risk Management Plan shall be agreed in accordance with the Change Control Procedure.

5.6 The Supplier acknowledges and accepts that the Authority's approval of the Risk Management Plan shall not relieve the Supplier of its responsibility for ensuring that

the Services are provided in accordance with, and to the standard required by, this Agreement. For the avoidance of doubt, nothing in this Clause shall prejudice the Authority's obligations as set out in Schedule 3 (Authority Responsibilities).

5.7 No risks, assumptions, dependencies, issues or obligations included in the Risk Management Plan shall:

5.7.1 be deemed to be an Authority Responsibility;

5.7.2 give rise to an entitlement to additional time and/or money for the Supplier;
or

5.7.3 excuse the Supplier from its obligations under this Agreement,

unless it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure otherwise.

Early Warnings

5.8 From the Legacy Services Transfer Date, the Supplier and the Authority shall each give an early warning by notifying the other as soon as they become aware of any matter which could:

5.8.1 subject to the terms of this Agreement, increase the Charges;

5.8.2 interfere with the timing of the Services;

5.8.3 impair the effectiveness or efficiency of the Services;

5.8.4 amount to an Authority Responsibility or an additional Authority Responsibility; or

5.8.5 relate to the accuracy of any information provided by the Authority pursuant to this Agreement,

(an "**Identified Risk**"), and shall include details of the matter and reasonable evidence of why such Party believes it will result in such increase, interference or impairment.

5.9 Each of the Supplier and the Authority shall on a monthly basis as a minimum, unless agreed otherwise in writing, attend a meeting (a **Risk Reduction Meeting**) to:

5.9.1 discuss the Identified Risk and the evidence provided;

- 5.9.2 consider proposals for how the anticipated effect of the Identified Risk could be avoided or mitigated;
- 5.9.3 consider and agree actions and who will take them; and
- 5.9.4 consider and agree any amendments to be made to the Risk Management Plan in response to the Identified Risk and/or the agreed actions,

and within a reasonable time following the first Risk Reduction Meeting, the Supplier shall prepare the first risk management plan (the “**Risk Management Plan**”), and following each subsequent Risk Reduction meeting, the Supplier shall update the Risk Management Plan to record the decisions made by the Supplier and the Authority at the Risk Reduction Meeting and provide copies to both the Supplier and the Authority. If a decision necessitates a change to the Services, then the Change Control Procedure in Schedule 8.2 (Change Control Procedure) shall be applied by the Parties.

Supplier covenants

5.10 The Supplier shall:

- 5.10.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Agreement;
- 5.10.2 save to the extent that obtaining and maintaining the same are Authority Responsibilities and subject to Clause 11 (Change), obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
- 5.10.3 ensure that:
 - (i) it shall continue to have all necessary rights in and to the Third Party IPRs, the Supplier’s Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier’s obligations under this Agreement and/or the receipt of the Services by the Authority;

- (ii) any products or services recommended or otherwise specified by the Supplier for use by the Authority in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the Authority Requirements; and
 - (iii) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Authority) and will be Euro Compliant;
- 5.10.4 use reasonable endeavours to mitigate any disruption to the Services, the Operating Environment, the IT Environment, the operations of any Authority Supply Chain Member and/or the Authority's operations when carrying out its obligations under this Agreement;
- 5.10.5 ensure that any Documentation and training provided by the Supplier to the Authority or any Authority Supply Chain Member are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 5.10.6 co-operate with the Other Suppliers (including the Authority Supply Chain Members) and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Suppliers to provide their respective services (in the case of the Authority Supply Chain Members, the Authority Supply Chain Services) to the Authority to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to the Authority and/or to any Replacement Supplier;
- 5.10.7 to the extent it is legally able to do so and is within the Supplier's control (acting reasonably), hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;
- 5.10.8 not used;

- 5.10.9 provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services;
 - 5.10.10 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement;
 - 5.10.11 notify the Authority in writing as soon as reasonably possible and in any event within 1 month of any change of Control of the Supplier or the Guarantor taking place;
 - 5.10.12 notify the Authority in writing without delay and in any event within five (5) Working Days (unless prohibited by law) of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened (unless such disclosure would materially prejudice the position of the Supplier) against it that might affect its ability to perform its obligations under this Agreement;
 - 5.10.13 ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Supplier's obligations under this Agreement; and
 - 5.10.14 manage closure or termination of the Services to take account of the Authority's disposal requirements, including recycling and scope for re-use, and all applicable Standards.
- 5.11 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.
- 5.12 Without prejudice to Clauses 15.2 and 15.3 (IPRs Indemnity) and any other rights and remedies of the Authority howsoever arising, the Supplier shall:
- 5.12.1 take steps to remedy any breach of its obligations in Clauses 5.10.2 to 5.10.4 inclusive within three (3) Working Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or

within such other reasonable time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);

5.12.2 take steps to remedy any breach of its obligations in Clause 5.10.1, Clause 5.10.5 and Clauses 5.10.9 to 5.10.10 inclusive within twenty (20) Working Days of becoming aware of the breach or being notified of the breach by the Authority;

5.12.3 meet with the Authority to discuss the timings and actions to remedy any breach of its obligations in clause 5.10.7; and

5.12.4 meet all the reasonable and properly mitigated costs of, and incidental to, the performance of such remedial work,

and any failure of the Supplier to comply with its obligations under Clause 5.12.1 or Clause 5.12.2 within the specified or agreed timeframe shall constitute a Notifiable Default.

Continuing obligation to provide the Services

5.13 The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the supply of the Services, notwithstanding:

5.13.1 the existence of an unresolved Dispute; and/or

5.13.2 any failure by the Authority to pay any Charges.

Authority Responsibilities

5.14 The Authority shall comply with its responsibilities set out in Schedule 3 (Authority Responsibilities).

Key Performance Indicators

5.15 From the Full Service Commencement Date, the Supplier shall:

5.15.1 provide the Services in such a manner so as to meet or exceed the Target Performance Level of each Key Performance Indicator; and

5.15.2 comply with the provisions of Schedule 2.2 (Performance Levels) in relation to the monitoring and reporting on its performance against the Key Performance Indicators.

- 5.16 If in any Service Period commencing on or after the Full Service Commencement Date, a KPI Failure occurs, the relevant Service Credit shall be deducted from the Charges in accordance with Schedule 2.2 (Performance Levels) and Part B of Schedule 7.1 (Charges and Invoicing).

6 Interface with the Authority Supply Chain

Independence and Conflicts of Interest

- 6.1 Not used.
- 6.2 The Supplier shall comply with the terms of the Non-Disclosure Agreement.
- 6.3 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Supplier Related Party is placed in a position of potential or actual Conflict of Interest. Should any Conflict of Interest arise or become apparent, the Supplier will disclose the same to the Authority immediately with full details.
- 6.4 The Supplier shall promptly notify the Authority if any Conflict of Interest is likely to arise and shall comply with any reasonable instructions of the Authority in relation to the Conflict of Interest. The Authority shall have the right to:
- 6.4.1 prohibit the Supplier from doing anything that may lead to a Conflict of Interest, in which case the Supplier shall comply with the Authority's instructions (at no cost to the Authority); or
 - 6.4.2 permit the Supplier to do such thing(s) that will lead to a Conflict of Interest, either with or without any conditions attached to such permission. Where the Authority specifies any conditions in accordance with this Clause 6.4.2, the Supplier shall comply with the Authority's instructions (at no cost to the Authority).
- 6.5 Without prejudice to the Authority's rights under Clauses 13.13 (Termination of Sub-contracts) and/or 26 (Termination Rights), where the Supplier is in breach of any of Clauses 6.2 to 6.4 the Supplier shall, within five (5) Working Days of any breach becoming apparent to it, provide proposals to the Authority for remedying and/or mitigating such breach. Upon any breach of Clauses 6.2 to 6.4 becoming apparent to the Authority (whether or not notified by the Supplier), the Authority may, at the Supplier's cost, require the Supplier to put such measures in place (including but not

limited to information barriers) as required by the Authority (acting reasonably) to rectify and/or mitigate the effect of any breach of Clauses 6.2 to 6.4.

6.6 Save in the event of termination of the Services, where, as a result of the matter(s) leading or contributing to a breach of Clauses 6.2 to Clause 6.4, the Supplier or a Supplier Related Party realises a profit or other financial benefit:

6.6.1 the Supplier shall account to the Authority in respect of the same on a monthly basis; and

6.6.2 the Authority shall be entitled to set-off an amount equivalent to that financial benefit (as accounted for by the Supplier or otherwise as the Authority may determine) from any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and the Authority in accordance with Clause 8.11 (Set Off and Withholding).

Cooperation with the Supply Chain Integrator

6.7 The Supplier acknowledges that the Authority has appointed the Supply Chain Integrator to manage this Agreement (and the Authority Supply Chain Contracts) on behalf of the Authority.

6.8 Unless otherwise specified by the Authority, any right or remedy that the Authority has under this Agreement may be enforced by the Supply Chain Integrator on behalf of the Authority and, subject to Clause 6.10, the Supplier will liaise and cooperate with, and accept instructions from, the Supply Chain Integrator as if it was the Authority. For the avoidance of doubt, unless specifically set out in this Agreement, the Supplier shall not have any direct liability under this Agreement to the Supply Chain Integrator.

6.9 The Supply Chain Integrator may, at any time, make direct contact with, and/or provide direct instructions to, the Supplier and, subject to Clause 6.10, the Supplier shall liaise directly with the Supply Chain Integrator and comply with any such instructions (insofar as the Supplier is obliged to in accordance with this Agreement).

Matters Reserved for Direct Authority Instructions

6.10 Where any Reserved Matters arise, the Supplier shall liaise directly with the Authority (via the Reserved Matter Authority Representative and copying in the Supply Chain Integrator (if specified by the Authority)) and shall comply with all instructions of the

Authority in connection with the Reserved Matters (insofar as the Supplier is obliged to in accordance with this Agreement).

- 6.11 The Authority may by written notice to the Supplier from time to time amend the list of Reserved Matters for which instructions are required directly from the Authority rather than the Supply Chain Integrator pursuant to Clause 6.10. Any such change to the list of Reserved Matters shall not, of itself, constitute a Change nor be subject to the Change Control Procedure.

Conflicting Instructions

- 6.12 Where the Supplier receives any instruction from the:

6.12.1 Supply Chain Integrator that conflicts with any instruction received by the Supplier directly from the Authority; or

6.12.2 Authority that conflicts with any instruction received by the Supplier from the Supply Chain Integrator,

the Supplier shall promptly notify the Authority and the Supply Chain Integrator to seek clarification in relation to which instruction it should comply with. The Authority shall confirm which instruction (or any other instruction as may be relevant) the Supplier should comply with and the Supplier shall do so in accordance with its obligations under this Agreement.

Defaults Caused by Authority Supply Chain Members

- 6.13 Where any act or omission of an Authority Supply Chain Member (a “**Supply Chain Cause**”) causes, or the Supplier reasonably believes will cause, the Supplier to be in material Default in respect of any of its obligations under this Agreement, the Supplier shall promptly notify the Authority in writing, setting out details of the Default or likely Default, how the Supply Chain Cause has caused or will cause the relevant Default and what steps the Supplier has undertaken to mitigate the Default.

- 6.14 The Supplier shall at all times use all reasonable endeavours to mitigate the effects of the Supply Chain Cause and to continue to provide the Services in accordance with the requirements of this Agreement.

- 6.15 The Authority shall, acting reasonably, determine whether and to what extent the Supply Chain Cause has caused the material Supplier Default and shall notify the

Supplier of its determination in writing. If there is any Dispute in relation to the effects of a Supply Chain Cause, either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supply Chain Cause.

6.16 Where it is determined in accordance with Clause 6.15 that the Supply Chain Cause is not the cause of the relevant Default, the relief set out in Clause 6.17 shall not apply and the Supplier shall be liable for the consequences of such Default in accordance with the terms of this Agreement.

6.17 Subject to Clause 6.16, where the Authority determines that the material Default would not have occurred but for a Supply Chain Cause:

6.17.1 the Supplier shall not be treated as being in breach of this Agreement to the extent that such Default was caused by the Supply Chain Cause; and

6.17.2 the Authority shall not be entitled to exercise any of the following rights that may arise as a result of the relevant Default to the extent that the Default is caused by the Supply Chain Cause:

(i) to terminate this Agreement pursuant to Clause 26.1.2 (Termination by the Authority); or

(ii) to take action pursuant Clause 23 (Step-In Rights).

Authority Supply Chain Indemnity

6.18 The Supplier shall not, and shall ensure that the Supplier Personnel and its Sub-contractors do not (due to any Default or breach of duty):

6.18.1 cause any Authority Supply Chain Member to breach its obligations to the Authority under the relevant Authority Supply Chain Contract; and/or

6.18.2 cause the Authority to breach its obligations to an Authority Supply Chain Member under the relevant Authority Supply Chain Contract,

in each case, provided that:

6.18.3 the Supplier has been provided with a copy of the relevant Authority Supply Chain Contract by or on behalf of the Authority (each a “**Consequential Supply Chain Breach**”) via Contractsfinder; and

- 6.18.4 save that the Supplier shall be excused in relation to a matter that would not reasonably have been foreseen by a qualified and competent contractor experienced in works and services of a similar size, scope, nature and complexity to the Services and such contractor having had regard to all information relating to the particular matter that was available to the Supplier at the time of the Supplier's Default.
- 6.19 The Supplier shall be liable to the Authority for all reasonable and properly mitigated expenses, costs, damages and losses incurred by it arising out of or in connection with any Consequential Supply Chain Breach.

7 Equipment and PPM Plans

Supplier Equipment

- 7.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Authority Premises, including its off-loading, removal of all packaging. Likewise on termination or expiry of this Agreement the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Authority Premises, including the cost of packing, carriage and making good the Sites and/or the Authority Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.
- 7.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Authority shall be liable for loss of or damage to any of the Supplier's property located on Authority Premises which is due to the negligent act or omission of the Authority or any of its employees, agents or contractors or any other person accessing Authority Premises with the Authority's consent other than the Supplier or Supplier Personnel.
- 7.3 The loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Agreement, including the Service Requirements.

PPM Plans

- 7.4 During the Interim Period the Supplier shall:
- 7.4.1 provide the Interim Services in accordance with the Legacy Services PPM Plan; and
- 7.4.2 update the Legacy Services PPM Plan periodically (and no less frequently than monthly) to reflect any improvements and/or changes identified by the Supplier that will improve the efficiency of the Legacy Services PPM Plan and/or its ability to:
- (i) meet the requirements in respect of preventative maintenance tasks set out in the Standards in relation to those assets set out in the Asset Register; and
 - (ii) take into account the last date on which there is evidence of such tasks having taken place, as such information shall be available from the Supply Chain integrator at the Supplier's request,
- so as to ensure that the Legacy Services PPM Plan is fully compliant with the requirements set out in limbs (i) and (ii) above no later than the Full Service Commencement Date.
- 7.5 From the Full Service Commencement Date and until such time as the Optimised PPM Plan is approved pursuant to Clause 7.7, the Supplier shall continue to perform the Service in accordance with the Legacy Services PPM Plan, as updated pursuant to Clause 7.4.2.
- 7.6 The Supplier shall prepare, and issue to the Authority no later than 1 September 2020, a revised draft of the Legacy Services PPM Plan which shall:
- 7.6.1 meet the requirements of this Agreement (including the Service Description); and
- 7.6.2 take into account the evidence described in Clause 7.4.2(ii).
- 7.7 The Parties shall use reasonable endeavours to agree the final form of the plan issued to the Authority pursuant to Clause 7.6. Once such plan has been agreed with the Authority (the "**Optimised PPM Plan**"), the Supplier shall perform the Service in accordance with the Optimised PPM Plan.

Supply of Goods

- 7.8 Where, as part of the Services, the Supplier is to provide goods (including consumables) and/or equipment to the Authority which are paid for by the Authority (“Goods”):
- 7.8.1 the prices shall be calculated in accordance with Schedule 7.1 (Charges and Invoicing);
 - 7.8.2 the Supplier shall supply and, where relevant, install, alter or calibrate the Goods in accordance with the relevant provisions of the Service Description or such other specifications agreed by the Parties;
 - 7.8.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship during the term;
 - 7.8.4 if following inspection or testing the Authority reasonably considers that the Goods do not materially conform with the relevant provisions of the Service Description or any other agreed specification or are otherwise unfit for purpose, the Authority shall inform the Supplier and the Supplier shall promptly take such remedial action as is necessary to ensure compliance; and
 - 7.8.5 without prejudice to any other rights or remedies of the Authority:
 - (i) risk in the Goods shall pass to the Authority at the time of delivery; and
 - (ii) ownership of the Goods shall pass to the Authority at the time of delivery or payment (whichever is earlier).

SECTION C – PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

8 Financial and Taxation Matters

Charges and Invoicing

- 8.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Services, the Authority shall pay the Charges to the Supplier in accordance with the pricing provisions and the invoicing procedure specified in Schedule 7.1 (Charges and Invoicing). The due and final dates for payment shall be those dates specified in or calculated pursuant to Schedule 7.1 (Charges and Invoicing).
- 8.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 10 (Records, Reports, Audits and Open Book Data), 18 (Transparency and Freedom of Information) and Schedule 11 (Personal Data).
- 8.3 Where the Authority:
- 8.3.1 exercises its rights; or
- 8.3.2 requires the Supplier to act,
- pursuant to Clause 22 (Rectification Plan Process) or Clause 23 (Step-In Rights), save where there is no failure or breach by the Supplier, the Supplier shall be liable to the Authority for all reasonable and properly mitigated expenses, costs, damages and losses incurred by it thereunder.
- 8.4 If the Authority fails to pay any undisputed Charges properly invoiced under this Agreement, by the final date for payment of such sum, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the final date for payment up to the date of actual payment.
- 8.5 The Supplier may, subject to giving notice in accordance with Clause 8.6, suspend performance of his obligations under this Agreement when the Authority:
- 8.5.1 has not paid the full amount due by the final date for payment; and

- 8.5.2 has not given notice to withhold payment in accordance with Schedule 7.1 (Charges and Invoicing).
- 8.6 It shall be a condition precedent to suspending performance of its obligations under this Agreement that the Supplier gives not less than 7 days' notice of his intention to suspend performance to the Authority, and stating in the notice:
- 8.6.1 the ground or grounds on which it is intended to suspend performance; and
- 8.6.2 the date from which it is intended to suspend performance.
- 8.7 If the Supplier suspends performance in accordance with the condition referred to in Clause 8.6, the Supplier shall, within 5 days of receipt of payment in full (which shall be deemed to have been made when in the ordinary course of the method of delivery, payment would have been received), recommence performance of its obligations under this Agreement.
- 8.8 Where the suspension of payment pursuant to Clause 8.5 constitutes an Authority Responsibility, the extension of time allowed pursuant to Schedule 3 (Authority Responsibilities) shall be the period from the date on which performance was suspended in accordance with Clause 8.6 to the earlier of:
- 8.8.1 the date on which, following payment in full, the Supplier recommences performance of its obligations under this Agreement (after allowing for a reasonable period of re-mobilisation); and
- 8.8.2 the expiry of the 5 day period referred to in Clause 8.7 (together with a reasonable period for remobilisation).

VAT

- 8.9 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- 8.10 The Supplier shall be liable to the Authority on a continuing basis for any reasonable and properly mitigated liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement.

Set-off and Withholding

- 8.11 The Authority may set off any amount owed by the Supplier to the Authority against any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and the Authority.

Financial Distress

- 8.12 The Parties shall comply with the provisions of Schedule 7.4 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

Promoting Tax Compliance

- 8.13 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

8.13.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

8.13.2 promptly provide to the Authority:

- (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

SECTION D - CONTRACT GOVERNANCE

9 Governance

9.1 The Parties shall comply with the provisions of Schedule 8.1 (Governance) in relation to the management and governance of this Agreement.

Representatives

9.2 Each Party shall have a representative for the duration of this Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.

9.3 The initial Supplier Representative shall be the person named as such in Schedule 9.2 (Key Personnel). Any change to the Supplier Representative shall be agreed in accordance with Clause 12 (Supplier Personnel).

9.4 The Authority shall notify the Supplier of the identity of the initial Authority Representative within five (5) Working Days of the Effective Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

10 Records, Reports, Audits & Open Book Data

10.1 The Supplier shall comply with the provisions of:

10.1.1 Schedule 8.4 (Reports and Records Provisions) in relation to the maintenance and retention of Records; and

10.1.2 Part A of Schedule 7.5 (Financial Reports and Audit Rights) in relation to the maintenance of Open Book Data.

10.2 The Parties shall comply with the provisions of:

10.2.1 Part B of Schedule 7.5 (Financial Reports and Audit Rights) in relation to the provision of the Financial Reports; and

10.2.2 Part C of Schedule 7.5 (Financial Reports and Audit Rights) in relation to the exercise of the Audit Rights by the Authority or any Audit Agents.

11 Change

Change Control Procedure

- 11.1 Except as expressly set out in this Agreement, any requirement for a Change shall be subject to the Change Control Procedure.

Changes to Affected Properties

- 11.2 The Supplier acknowledges that the Authority Estate and the number and location of Affected Properties may vary during the Term.
- 11.3 The Authority shall be entitled to vary the Affected Properties by written notice to the Supplier at any time. For the avoidance of doubt, the Change Control Procedure shall not apply to such variations of the Affected Properties. The Authority shall use reasonable endeavours to provide not less than 1 months' notice of variations to the Affected Properties.
- 11.4 Where a new Affected Property is introduced during the Term:
- 11.4.1 the Supplier shall implement the Services at the new Affected Property; and
 - 11.4.2 the relevant Charges set out in Schedule 7.1 (Charges and Invoicing) shall apply to the provision of Services at the new Affected Property.
- 11.5 Where an Affected Property is removed during the Term, the Supplier shall:
- 11.5.1 cease to provide the Services at the Affected Property from the date specified in the Authority's notice; and
 - 11.5.2 remove the relevant costs elements for that Affected Property from the Financial Model from the date when the Supplier ceases to incur costs in relation to the relevant property ceasing to be an Affected Property (if applicable).

Change in Law

- 11.6 Subject to Clause 11.9, the Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Supplier Personnel Rates as the result of a Change in Law.

- 11.7 If a Change in Law occurs or will occur during the Term, the Supplier shall:
- 11.7.1 notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
- (i) whether any Change is required to the Services or this Agreement;
 - (ii) whether any relief from compliance with the Supplier's obligations is required; and
 - (iii) where the Change in Law is a Supplier Personnel Costs Change in Law, any changes required to the Supplier Personnel Rates; and
- 11.7.2 provide the Authority with evidence:
- (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
 - (ii) that the Supplier's profit margin is equal to or less than the profit margin contained in the Financial Model as at the date of the notification;
 - (iii) as to how the Change in Law has affected the cost of providing the Services; and
 - (iv) demonstrating that any expenditure that has been avoided has been taken into account in amending the Supplier Personnel Rates.
- 11.8 Subject to Clauses 11.9 to 11.10 (inclusive), any Change to the Services or this Agreement, including any change to the Supplier Personnel Rates, resulting from a Change in Law shall be implemented in accordance with the Change Control Procedure.
- 11.9 Subject to Clauses 11.10 and the Supplier's compliance with Clause 11.7, with effect from the date that the Supplier becomes subject to any relevant Supplier Personnel Costs Change in Law (the "**Trigger Date**"), the Supplier shall be entitled to increase the Supplier Personnel Rates by an amount equal to the actual unavoidable increase in the actual expenditure incurred by the Supplier in respect of Supplier Personnel Costs solely as a direct result of the Supplier Personnel Costs Change in Law and so as to provide that the Supplier is in a no better and no worse position in respect of

Supplier Profit Margin on the actual expenditure incurred by the Supplier in respect of the Supplier Personnel Costs as it was immediately preceding the Trigger Date.

- 11.10 If there is a Change in Law in respect of any or all of the items specified in the definition of Supplier Personnel Costs Change in Law but such Change in Law does not increase the actual expenditure incurred by the Supplier in respect of Supplier Personnel Costs, the Change in Law shall not be a Supplier Personnel Costs Change in Law and, as such, Clause 11.9 shall not apply to such Change in Law.

SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN

12 Supplier Personnel

12.1 The Supplier shall:

12.1.1 where possible, provide, at least seven (7) days in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require. Where such notice is not possible due to the need for Supplier Personnel to attend any Authority Premises with less than seven (7) days' notice, the Supplier shall provide the above details as soon as is possible in the circumstances and in any event prior to any admission of the Supplier Personnel to the Authority Premises. For the avoidance of doubt, this clause 12.1.1 is without prejudice to the Authority's rights under clause 12.2;

12.1.2 ensure that all Supplier Personnel:

- (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
- (ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2.1 (Services Description) and Schedule 2.4 (Contract Security Management); and
- (iii) comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel and all reasonable requirements of the Authority concerning conduct at or outside of the Authority Premises, including the security requirements as set out in Schedule 2.4 (Contract Security Management);

12.1.3 subject to Schedule 9.1 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;

- 12.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;
 - 12.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
 - 12.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
 - 12.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel (save for any Transferring Personnel where such replacement has been approved by the Authority (not to be unreasonably withheld)) where such replacement Supplier Personnel are required in order to replace Supplier Personnel that have been prevented from providing the Service pursuant to Clause 12.2; and
 - 12.1.8 procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Agreement.
- 12.2 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:
- 12.2.1 refuse admission to the relevant person(s) to the Authority Premises; and/or
 - 12.2.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Key Personnel

- 12.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 9.2 (Key Personnel) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 12.4 The Authority 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 Personnel.
- 12.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:

- 12.5.1 requested to do so by the Authority;
 - 12.5.2 the person concerned resigns, retires, changes their role, dies or is on maternity or long-term sick leave;
 - 12.5.3 the person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by the employee; or
 - 12.5.4 the Supplier first consults with the Authority and thereafter obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).
- 12.6 The Supplier shall:
- 12.6.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 12.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 12.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health, a change in role or a material breach of the Key Personnel's employment contract, this will mean at least sixty (60) Working Days' notice;
 - 12.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
 - 12.6.5 ensure that any replacement for a Key Role:
 - (i) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

Employment Indemnity

- 12.7 The Parties agree that the indemnities in Schedule 9 shall apply in respect of Employee Liabilities.

Income Tax and National Insurance Contributions

- 12.8 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

12.8.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

12.8.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other properly and reasonably incurred liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Staff Transfer

- 12.9 The Parties agree that:

12.9.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 9.1 (Staff Transfer) shall apply as follows:

- (i) where the Relevant Transfer involves the transfer of Transferring Authority Employees, Part A and Part D of Schedule 9.1 (Staff Transfer) shall apply;
- (ii) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B and Part D of Schedule 9.1 (Staff Transfer) shall apply;

(iii) where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Supplier Employees, Parts A, B and D of Schedule 9.1 (Staff Transfer) shall apply; and

(iv) Part C of Schedule 9.1 (Staff Transfer) shall not apply;

12.9.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 9.1 (Staff Transfer) shall apply, Part D of Schedule 9.1 may apply and Parts A and B of Schedule 9.1 (Staff Transfer) shall not apply; and

12.9.3 Part E of Schedule 9.1 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

13 Supply Chain Rights and Protections

Appointment of Sub-contractors

13.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:

13.1.1 manage any Sub-contractors in accordance with Good Industry Practice;

13.1.2 comply with its obligations under this Agreement in the delivery of the Services; and

13.1.3 novate or otherwise transfer to the Authority or any Replacement Supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Agreement.

13.2 Prior to sub-contracting any of its obligations under this Agreement (or permitting a Sub-contractor to sub-contract any of its obligations under the relevant Sub-contract), the Supplier shall notify the Authority in writing of:

13.2.1 the proposed Sub-contractor's name, registered office and company registration number;

13.2.2 the scope of any Services to be provided by the proposed Sub-contractor; and

- 13.2.3 where the proposed Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on “arm’s-length” terms.
- 13.3 If requested by the Authority within 5 Working Days of receipt of the Supplier’s notice issued pursuant to Clause 13.2, the Supplier shall also provide:
- 13.3.1 a copy of the proposed Sub-contract though the Supplier shall be permitted to redact any confidential information contained within such Sub-contract to the extent that such information relates to services provided in relation to contracts other than this Agreement; and
- 13.3.2 any further information reasonably requested by the Authority.
- 13.4 The Authority may, acting reasonably, within ten (10) Working Days of receipt of the Supplier’s notice issued pursuant to Clause 13.2 (or, if later, receipt of any further information requested pursuant to Clause 13.3), object to the appointment of the relevant Sub-contractor if it considers that:
- 13.4.1 the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;
- 13.4.2 the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;
- 13.4.3 the proposed Sub-contractor employs unfit persons; and/or
- 13.4.4 the proposed Sub-contractor should be excluded in accordance with Clause 13.15,
- in which case, the Supplier shall not proceed (or shall not permit a Sub-contractor to proceed) with the proposed appointment.
- 13.5 If:
- 13.5.1 the Authority has not notified the Supplier that it objects to the proposed Sub-contractor’s appointment by the later of ten (10) Working Days of receipt of:
- (i) the Supplier’s notice issued pursuant to Clause 13.2; and

- (ii) any further information requested by the Authority pursuant to Clause 13.3; and

13.5.2 the proposed Sub-contract is not a Key Sub-contract (which shall require the written consent of the Authority in accordance with Clause 8.13 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment and, where the Sub-contract is entered into exclusively for the purpose of delivery of the Services, shall notify the Authority that the relevant Sub-contract shall constitute a Third Party Contract for the purposes of Schedule 4.4 (Third Party Contracts) and provide the Authority with a copy of such completed Sub-contract.

Appointment of Key Sub-contractors

13.6 Where the Supplier wishes to enter into a Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:

13.6.1 the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;

13.6.2 the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;

13.6.3 the proposed Key Sub-contractor employs unfit persons; and/or

13.6.4 the proposed Key Sub-contractor should be excluded in accordance with Clause 13.15

13.7 The Authority consents to the appointment of the Key Sub-contractors listed in Schedule 4.3 (Notified Key Sub-contractors).

13.8 Except where the Authority has given its prior written consent, the Supplier shall ensure that each Key Sub-contract shall include:

13.8.1 provisions which are compatible with, and which will enable the Supplier to discharge, its obligations under this Agreement;

- 13.8.2 a provision enabling the Supplier to novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to the Authority or any Replacement Supplier without any requirement for payment of a fee by the Authority in respect of such novation or transfer;
- 13.8.3 provisions enabling the Supplier to terminate the Key Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 26.1.1 (Termination by the Authority) and 27.3 (Payments by the Authority);
- 13.8.4 a provision restricting the ability of the Key Sub-contractor to sub-contract all or any material part of the services provided to the Supplier under the Key Sub-contract without first seeking the written consent of the Authority;
- 13.8.5 a provision enabling the Supplier, the Authority or any other person on behalf of the Authority to step-in on substantially the same terms as are set out in Clause 23 (Step-in Rights); and
- 13.8.6 a provision requiring the Key Sub-contractor to:
- (i) promptly notify the Supplier and the Authority in writing of any of the following of which it is aware:
 - (A) the occurrence of a Financial Distress Event in relation to the Key Sub-contractor; or
 - (B) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-contractor,and in any event, provide such notification within ten (10) Working Days of the date on which the Key Sub-contractor first becomes aware of such; and
 - (ii) co-operate with the Supplier and the Authority in order to give full effect to the provisions of Schedule 7.4 (Financial Distress), including meeting with the Supplier and the Authority to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, contributing to and complying with the Financial Distress Remediation Plan, and

providing the information specified at paragraph 4.3(b)(ii) of Schedule 7.4 (Financial Distress).

- 13.9 The Supplier shall not terminate or materially amend the terms of any Key Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

Supply chain protection

- 13.10 The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement) contain provisions:

13.10.1 giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails materially to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;

13.10.2 requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

13.10.3 that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-paragraph 13.10.2, the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph 13.10.4 after a reasonable time has passed;

13.10.4 in respect of Sub-contracts entered into by the Supplier or a first tier Sub-contractor of the Supplier, requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days from the receipt of a valid and undisputed invoice; and

13.10.5 giving the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

- 13.11 The Supplier shall:

13.11.1 pay any undisputed sums which are due from it to a Sub-contractor within 30 days from the receipt of a valid and undisputed invoice; and

13.11.2 include within the Quarterly Contract Report produced by it pursuant to Schedule 7.5 (Financial Reports and Audit Rights) a summary of its compliance with Clause 13.11.1, such data to be certified each Quarter by a director of the Supplier as being accurate and not misleading.

13.12 Notwithstanding any provision of Clauses 17 (Confidentiality) and 19 (Publicity and Branding), if the Supplier notifies the Authority that the Supplier has failed to pay a Sub-contractor's undisputed invoice within 30 days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Termination of Sub-contracts

13.13 The Authority may require the Supplier to terminate a Sub-contract where:

13.13.1 the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 26.1.1 (Termination by the Authority);

13.13.2 the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;

13.13.3 the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law;

13.13.4 the Authority has found grounds for exclusion of the Sub-contractor in accordance with Clause 13.15; and

13.13.5 where it is likely to have a Material Adverse Effect, there is a change of Control of the relevant Sub-contractor, unless:

(i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or

- (ii) the Authority has not served its notice of objection within 6 months of the later of the date the change of Control took place or the date on which the Authority was given notice of the change of Control.

Retention of Legal Obligations

13.14 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 13, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by Supplier Personnel and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that the Supplier Personnel and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

Exclusion of Sub-contractors

13.15 Where the Authority acting reasonably considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:

13.15.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor; and

13.15.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not to appoint the Sub-contractor and the Supplier shall comply with such a requirement.

Reporting SME/VCSE Sub-contracts

13.16 In addition to any other Management Information requirements set out in this Agreement, the Supplier agrees that it shall, at no charge, provide timely, full, accurate and complete Supply Chain Transparency Information Reports to the Authority thirty days prior to the end of each financial year by providing all of the information described in the Supply Chain Transparency Information Template in the format set out in the Schedule 8.4 (Reports and Records Provisions) Annex 4 and in accordance with any guidance issued by the Authority from time to time.

13.17 The Authority may update the Supply Chain Transparency Information Template from time to time (including the data required and/or format) by issuing a replacement version with at least thirty (30) days' notice and specifying the date from which it must be used.

SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

14 Intellectual Property Rights

14.1 Each Party shall give full disclosure to the other of all Background IPRs owned by it which is relevant to the Services (and the Supplier shall give the Authority full disclosure of any Third Party IPRs it intends to Use in the performance of the Services).

14.2 Nothing in this Agreement shall have the effect of transferring ownership of any Intellectual property Rights.

14.3 Each Party warrants to the other Party that its Background IPRs do not, so far as it is aware, infringe the rights of any third party and none of its Background IPRs are the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

14.4 Not used.

14.5 Not used.

14.6 The Authority hereby grants to the Supplier an irrevocable, royalty-free, non-exclusive, worldwide right and licence to Use the Authority's Background IPRs in, and to the extent necessary for, the performance of the Services.

14.7 The Supplier hereby grants to the Authority an irrevocable, royalty-free, non-exclusive, worldwide right and licence to Use, and to sub-license Use of, the IPRs (including Third Party IPRs) included in the Deliverables for the purposes of this Agreement, including to enable each bidder or replacement FM provider to undertake its own due diligence on the life systems across the Authority Estate.

14.8 The Supplier is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPRs required by the Supplier and the Authority for Use of the Deliverables (such licences, permissions or consents to be in writing, copies of which the Supplier shall provide to the Authority on request). In addition, the

Supplier warrants that the provision of the Services, the Deliverables and/or the Goods does not and will not infringe any third party's Intellectual Property Rights.

- 14.9 The Supplier warrants that it has in place contractual arrangements with all members of the Supplier Personnel assigning to the Supplier their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Supplier can enter into the assignments, licences and waivers set out in this Clause 14.
- 14.10 The Supplier undertakes at the Authority's request and expense to execute all deeds and documents which may reasonably be required to give effect to this Clause 14.
- 14.11 Nothing in this Agreement shall prevent the Supplier from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of the Authority's Confidential Information or an infringement of Intellectual Property Rights.
- 14.12 Each Party shall promptly give written notice to the other Party of any actual, threatened or suspected infringement of the Contract IPRs or the other Party's Background IPRs of which it becomes aware.

15 IPRs Indemnity

- 15.1 The Supplier shall at all times, during and after the Term, indemnify the Authority and keep the Authority indemnified against all Losses incurred by, awarded against or agreed to be paid by the Authority arising from an IPRs Claim.
- 15.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:
- 15.2.1 procure for the Authority the right to continue using the relevant item which is subject to the IPRs Claim; or
- 15.2.2 replace or modify the relevant item with non-infringing substitutes provided that:
- (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;

- (iii) there is no additional cost to the Authority; and
- (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.

15.3 If the Supplier elects to procure a licence in accordance with Clause 15.2.1 or to modify or replace an item pursuant to Clause 15.2.2, but this has not avoided or resolved the IPRs Claim, then:

15.3.1 the Authority may terminate this Agreement (if subsisting) with immediate effect by written notice to the Supplier; and

15.3.2 without prejudice to the indemnity set out in Clause 15.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

16 Authority data and security requirements

16.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

16.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.

16.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified in Schedule 2.1 (Services Description).

16.4 The Supplier shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-contractor.

16.5 The Supplier shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and are delivered to the Authority at no less than monthly intervals (or such other intervals as may be agreed in writing between the Parties).

- 16.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with:
- 16.6.1 the Baseline Security Requirements;
 - 16.6.2 the DWP Information Security Policy;
 - 16.6.3 is capable of implementing and enforcing appropriate security standards as specified by DWP from time to time including but not limited to the result of any information risk assessment undertaken pursuant to the DWP Enterprise Security Risk Management Strategy (as provided to the Supplier);
 - 16.6.4 as part of the HMG Security Policy Framework, complies with and shall have certificated the HMG Cyber Essentials Scheme or approved equivalent as defined under the HMG Cyber Essentials Scheme (further details available at: www.cyber-essentials-scheme.co.uk); and
 - 16.6.5 complies with all relevant aspects of the Government Digital Service Open Standards.
- 16.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may restore or procure the restoration of, or require the Supplier (at the Supplier's cost) to restore or procure the restoration of, the Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- 16.8 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.
- 16.9 The Supplier shall comply with the requirements of Schedule 2.4 (Security Management).
- 16.10 The Authority shall notify the Supplier of any changes or proposed changes to the Baseline Security Requirements.
- 16.11 If the Supplier believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it

may submit a Change Request. 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 then be agreed in accordance with the Change Control Procedure.

- 16.12 Until and/or unless a change to the Charges is agreed by the Authority pursuant to Clause 16.11 the Supplier shall continue to perform the Services in accordance with its existing obligations.

DWP Offshoring Policy

- 16.13 The Supplier its Sub-contractors and Key Sub-contractors shall comply with the DWP Offshoring Policy. For the avoidance of doubt, the DWP Offshoring Policy shall apply to Landed Resources (as defined in the DWP Offshoring Policy).

- 16.14 In accordance with the DWP Offshoring Policy and without limiting any other provision of this Agreement, the Supplier and any of its Sub-contractors or Key Sub-contractors, shall not offshore Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question.

Data held outside the United Kingdom

- 16.15 Where the Authority has given its prior written consent to the Supplier to process, host or access Authority Data from premises outside the United Kingdom (in accordance with Clause 16.14):

16.15.1 the Supplier must notify the Authority (in so far as they are not prohibited by Law) where any regulatory bodies seek to gain or has gained access to such Authority Data; and

16.15.2 the Supplier shall take all necessary steps to prevent any access to, or disclosure of, any Authority Data to any regulatory bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

Disposal of Supplier System or Authority System

16.16 Notwithstanding any of the Supplier's obligations in respect of information security, data protection and environmental protection, where the Supplier is required (for whatever reason) to dispose of any part of the Supplier System or the Authority System, any Authority Assets or any documentation or other items used in connection with the provision of the Services or otherwise in connection with this Agreement, the Supplier shall ensure that any data visible on, stored on, imbedded in or otherwise accessible in relation to, such items/documents (including any Authority Data, Personal Data or Confidential Information) is irretrievably deleted and/or destroyed prior to any such disposal (subject always to the Authority's right to request copies of any such data prior to such deletion and/or disposal). Upon request by the Authority, the Supplier shall provide proof of such deletion/destruction. Any breach by the Supplier of this Clause 16.16 shall be a material Default by the Supplier for the purposes of limb (a) of Supplier Termination Event.

Malicious Software

16.17 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software in the IT Environment (or as otherwise agreed by the Parties).

16.18 Notwithstanding Clause 16.17, if Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

16.19 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 16.18 shall be borne by the Parties as follows:

16.19.1 by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier (except where the Authority has waived the obligation set out in Clause 16.17) or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious

Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and

16.19.2 otherwise by the Authority.

Protection of Personal Data

16.20 The Supplier shall comply with the requirements of Schedule 11 (Personal Data).

17 Confidentiality

17.1 For the purposes of this Clause 17, the term **Disclosing Party** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **Recipient** shall mean the Party which receives or obtains directly or indirectly Confidential Information.

17.2 Except to the extent set out in this Clause 17 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:

17.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

17.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;

17.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and

17.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

17.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

17.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 18 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;

- 17.3.2 the need for such disclosure arises out of or in connection with:
- (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Agreement;
 - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Agreement; or
 - (iii) the conduct of a Central Government Body review in respect of this Agreement; or
- 17.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 17.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 17.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:
- 17.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement;
 - 17.5.2 its auditors; and
 - 17.5.3 its professional advisers for the purposes of obtaining advice in relation to this Agreement.

Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 17.5, it shall remain responsible at all times for compliance with the

confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

17.6 The Authority may disclose the Confidential Information of the Supplier:

17.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;

17.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

17.6.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

17.6.4 on a confidential basis to a professional adviser, insurer, consultant, supplier (including, for the avoidance of doubt, the Supply Chain Integrator) or other person engaged by any of the entities described in Clause 17.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;

17.6.5 on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the Audit Rights, its step-in rights pursuant to Clause 23 (Step-In Rights) and Exit Management rights; or

17.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 17.

17.7 Nothing in this Clause 17 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

18 Transparency and Freedom of Information

18.1 The Parties acknowledge that:

18.1.1 reports generated by the Supplier pursuant to the terms of this Agreement;
and

18.1.2 the content of this Agreement, including any changes to this Agreement
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
Authority; and

(ii) Commercially Sensitive Information;

(together the **Transparency Information**) are not Confidential Information.

18.2 Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

18.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information.

18.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

18.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information

being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.

- 18.6 The Supplier agrees that any Information it holds that is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such Information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 17.6.3) and Open Book Data) publish such Information. The Supplier shall provide to the Authority within five (5) working days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.
- 18.7 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 18.7.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - 18.7.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 18.7.3 provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - 18.7.4 not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.
- 18.8 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of

Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

19 Publicity and Branding

19.1 The Supplier shall not:

19.1.1 make any press announcements or publicise this Agreement or its contents in any way;

19.1.2 use the Authority's name or brand in any promotion or marketing or announcement of orders; or

19.1.3 release any media captured during the performance of the Services,

without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

19.2 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services, the Supplier System and the Authority System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

19.3 Each Party shall take reasonable steps to ensure that its employees, agents, Sub-contractors, Key Sub-contractors, suppliers, professional advisors and consultants comply with this Clause 19.

SECTION G - LIABILITY, INDEMNITIES AND INSURANCE

20 Limitations On Liability

Unlimited Liability

20.1 Neither Party limits its liability for:

20.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);

20.1.2 fraud or fraudulent misrepresentation by it or its employees;

20.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

20.1.4 any liability to the extent it cannot be limited or excluded by Law; or

20.1.5 any liability arising under or by reason of by indemnities given by the Supplier pursuant to:

(i) Clause 8.6 (VAT); or

(ii) Clause 12.8 (Income Tax and National Insurance Contribution).

Limits on Liability

20.2 [REDACTED]

20.3 [REDACTED]

20.4 Notwithstanding any other provisions of this Agreement, the Supplier's liability under or in connection with this Agreement shall expire absolutely on the twelfth anniversary of the earlier of expiry or termination of this Agreement, save in relation to any matters in respect of which the Authority has brought legal proceedings (including arbitration and adjudication) against the Supplier prior to such date.

Consequential Losses

20.5 Subject to Clauses 20.1 (Unlimited Liability) and Clause 20.6, neither Party shall be liable to the other Party for:

20.5.1 any indirect, special or consequential Loss; or

- 20.5.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 20.6 Notwithstanding Clause 20.5 but subject to Clause 20.2, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they are reasonably and properly mitigated (where possible) and arise as a result of a Default by the Supplier:
- 20.6.1 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- 20.6.2 any wasted expenditure or charges reasonably and properly incurred;
- 20.6.3 the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;
- 20.6.4 any compensation or interest reasonably and properly paid to a third party by the Authority;
- 20.6.5 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
- 20.6.6 any costs, compensation or other charges payable by the Authority to an Authority Supply Chain Member under an Authority Supply Chain Contract (a “**Supply Chain Liability**”) to the extent that the Supplier is liable to the Authority for such costs, compensation or other charges pursuant to Clause 6.

Conduct of indemnity claims

- 20.7 Where under this Agreement one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 8.7 (Conduct of Claims) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

Mitigation

20.8 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement and any indemnity shall not operate so as to extend the limitation periods available under this Agreement.

21 Insurance

21.1 The Supplier shall comply with the provisions of Schedule 2.5 (Insurance Requirements) in relation to obtaining and maintaining insurance.

SECTION H – REMEDIES AND RELIEF

22 Rectification Plan Process

22.1 In the event that the Supplier commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default) (each a “**Notifiable Default**”), the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within three (3) Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Agreement in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

Notification

22.2 If:

22.2.1 the Supplier notifies the Authority pursuant to Clause 22.1 that a Notifiable Default has occurred; or

22.2.2 the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

22.3 The “**Rectification Plan Process**” shall be as set out in Clauses 22.3 (Submission of the draft Rectification Plan) to 22.8 (Agreement of the Rectification Plan).

Submission of the draft Rectification Plan

22.4 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause

22.2 (Notification). The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

22.5 The draft Rectification Plan shall set out:

22.5.1 full details of the Notifiable Default that has occurred, including a root cause analysis;

22.5.2 the actual or anticipated effect of the Notifiable Default; and

22.5.3 the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

22.6 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to the Dispute Resolution Procedure.

Agreement of the Rectification Plan

22.7 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

22.7.1 is insufficiently detailed to be capable of proper evaluation;

22.7.2 will take too long to complete;

22.7.3 will not prevent reoccurrence of the Notifiable Default; and/or

22.7.4 will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

22.8 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within 5

Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

22.9 If the Authority consents to the Rectification Plan:

22.9.1 the Supplier shall immediately start work on the actions set out in the Rectification Plan; and

22.9.2 the Authority may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Event.

23 Step-In Rights

23.1 On the occurrence of a Step-In Trigger Event, the Authority may, without prejudice to any other right or remedy available to the Authority, serve notice on the Supplier (a "**Step-In Notice**") that it will be taking action under this Clause 23 (Step- in Rights), either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 17 (Confidentiality)). The Step-In Notice shall set out the following:

23.1.1 the action the Authority wishes to take and in particular the Services that it wishes to control (the "**Required Action**");

23.1.2 the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's Default;

23.1.3 the date on which it wishes to commence the Required Action;

23.1.4 the time period which it believes will be necessary for the Required Action;

23.1.5 whether the Authority will require access to the Supplier's premises and/or the Sites; and

23.1.6 to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

- 23.2 Following service of a Step-In Notice, the Authority shall:
- 23.2.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
 - 23.2.2 keep records of the Required Action taken and provide information about the Required Action to the Supplier;
 - 23.2.3 co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Authority is not assuming control; and
 - 23.2.4 act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this Clause 23.
- 23.3 For so long as and to the extent that the Required Action is continuing, then:
- 23.3.1 the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
 - 23.3.2 the Authority shall pay to the Supplier the Charges after subtracting the Authority's costs of taking the Required Action; and
 - 23.3.3 where the Required Action is taken as a result of step-in under limbs (a), (b) or (c) of the definition of Step-in Trigger Event, the Authority shall be entitled to:
 - (i) claim any Losses incurred by the Authority as a result of the Step-in Trigger Event and/or the Required Action from the Supplier; and/or
 - (ii) set off any Losses referred to in Clause 23.3.3(i) against any payments otherwise due to the Supplier.
- 23.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in the degradation of any Services not subject to the Required Action beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

23.5 Before ceasing to exercise its step in rights under this Clause 23 the Authority shall deliver a written notice to the Supplier (a “**Step-Out Notice**”), specifying:

23.5.1 the Required Action it has actually taken; and

23.5.2 the date on which the Authority plans to end the Required Action (the “**Step-Out Date**”) subject to the Authority being satisfied with the Supplier’s ability to resume the provision of the Services and the Supplier’s plan developed in accordance with Clause 23.6

23.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Authority’s approval a draft plan (a “**Step-Out Plan**”) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.

23.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority’s approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

23.8 The Supplier shall bear its own costs in connection with any step-in by the Authority under this Clause 23, provided that the Authority shall reimburse the Supplier’s reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:

23.8.1 limbs (d) or (e) of the definition of a Step-In Trigger Event; or

23.8.2 limbs (f) or (g) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier’s Default).

23.9 The Parties agree that the provisions of Clauses 23.1 to 23.8 shall apply where the supplier fails to comply with the requirements of the Exit Plan.

24 Force Majeure

24.1 Subject to the remaining provisions of this Clause 24, a Party may claim relief under this Clause 24 from liability for failure to meet its obligations under this Agreement for

as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

24.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

24.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 24 to the extent that consequences of the relevant Force Majeure Event:

24.3.1 are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or

24.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement and under a broadly comparable cost profile.

24.4 Subject to Clause 24.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

24.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

24.6 Where, as a result of a Force Majeure Event:

24.6.1 an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:

- (i) the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure other than pursuant to Clause 26.1.3 (Termination by the Authority) or Clause 26.1.2 (Termination by the Supplier); and
- (ii) neither Party shall be liable for any Default arising as a result of such failure;

24.6.2 the Supplier fails to perform its obligations in accordance with this Agreement:

- (i) subject to Clause 24.7, the Authority shall not be entitled during the continuance of the Force Majeure Event to exercise its rights Clause 23 (Step-in Rights) as a result of such failure; and
- (ii) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.

24.7 Where the Services or a substantial part of them cannot be performed due to a Force Majeure Event for a continuous period in excess of thirty (30) days, the Authority, on giving written notice may exercise its rights under Clause 23 (Step-in Rights). Where the Authority elects to do so it shall be responsible for its own costs.

24.8 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.

24.9 Relief from liability for the Affected Party under this Clause 24 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 24.8

25 Supplier's Relief

25.1 The Supplier shall not be liable to the Authority under this Agreement and the Authority shall not withhold payment of Charges nor exercise its rights:

25.1.1 to terminate this Agreement pursuant to Clause 26.1.2 (Termination by Authority); or

25.1.2 to take action pursuant to Clause 23 (Step-in Rights),

to the extent that the Supplier is prevented from performing its obligations under this Agreement as a result of the Authority failing to perform an Authority Responsibility.

SECTION I – TERMINATION AND EXIT MANAGEMENT

26 Termination Rights

Termination by the Authority

26.1 The Authority may terminate this Agreement by issuing a Termination Notice to the Supplier:

26.1.1 for convenience at any time on no less than one month's written notice, including where the Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;

26.1.2 if a Supplier Termination Event occurs;

26.1.3 if a Force Majeure Event endures for a continuous period of more than 90 days; or

26.1.4 if the Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,

and this Agreement shall terminate on the date specified in the Termination Notice.

26.2 Where the Authority is terminating this Agreement under Clause 26.1.2 due to the occurrence of either limb (a) and/or (e) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default.

Termination by the Supplier

26.3 The Supplier may, by issuing a Termination Notice to the Authority, terminate this Agreement if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement which in aggregate exceeds two months' Charges and such amount remains outstanding sixty (60) Working Days after the receipt by the Authority of a notice of non-payment from the Supplier and this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice).

27 Consequences of Expiry or Termination

General Provisions on Expiry or Termination

27.1 The provisions of Clauses 8.9 and 8.10 VAT, 8.11 (Set-off and Withholding) , 10 (Records, Reports, Audits and Open Book Data), 12.7 (Employment Indemnity), 12.8 (Income Tax and National Insurance Contributions), 14 (Intellectual Property Rights), 15.1 (IPRs Indemnity), 17 (Confidentiality), 18 (Transparency and Freedom of Information), 20 (Limitations on Liability), 27 (Consequences of Expiry or Termination), 33 (Severance), 35 (Entire Agreement), 36 (Third Party Rights), 38 (Disputes) and 39 (Governing Law and Jurisdiction), and the provisions of Schedule 1 (Definitions), 7.1 (Charges and Invoicing), 7.5 (Financial Reports and Audit Rights), 8.3 (Dispute Resolution Procedure), 8.4 (Reports and Records Provisions), 8.5 (Exit Management), 9.1 (Staff Transfer) and 11 (Personal Information) shall survive the termination or expiry of this Agreement.

Exit Management

27.2 The Parties shall comply with the provisions of Schedule 8.5 (Exit Management) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Supplier.

Payments by the Authority

27.3 Subject to Clause 27.5, if this Agreement is terminated by the Authority pursuant to Clauses 26.1.1, 26.1.2, (Termination by the Authority) or by the Supplier pursuant to Clause 26.3(Termination by the Supplier), or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

27.3.1 payments in respect of any Assets or apportionments in accordance with Schedule 8.5 (Exit Management); and

27.3.2 payments in respect of unpaid Charges for Services received up until the Termination Date.

27.4 The costs of termination incurred by the Parties shall lie where they fall if:

27.4.1 the Authority terminates this Agreement for a continuing Force Majeure Event pursuant to Clauses 26.1.3; or

- 27.4.2 the Authority terminates this Agreement under Clause 26.1.4.
- 27.5 If this Agreement is terminated pursuant to Clauses 26.1.1, 26.1.3 or 26.1.4 (Termination by the Authority) or Clause 26.3 (Termination by the Supplier), the Supplier may recover from the Authority the Compensation Payment to the extent that the costs within such Compensation Payment:
- 27.5.1 are unavoidable, proven, reasonable and not capable of recovery;
- 27.5.2 are incurred under arrangements or agreements that are directly associated with this Agreement and are contracted on an arm's length basis; and
- 27.5.3 relate directly to the termination of the Services.
- 27.6 The Supplier agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs by:
- 27.6.1 the appropriate use of Assets and resources for other purposes;
- 27.6.2 at the Authority's request, novating or otherwise transferring any Sub-contracts to the Authority or an third party acting on behalf of the Authority; and
- 27.6.3 in relation to Sub-contracts that are not to be novated or otherwise transferred to the Authority or another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.
- 27.7 If Assets and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs payable by the Authority to the Supplier. In the event of a Dispute arising over whether the Supplier can use any Assets or resources for any other purposes and/or over the amount of the relevant equitable reduction, the Dispute shall be referred to the Dispute Resolution Procedure.

No Double Recovery

- 27.8 If any amount payable under Clause 27.5 relates to or arises from any Transferring Assets then, to the extent that the Authority makes any payments pursuant to Schedule

8.5 (Exit Management) in respect of such Transferring Assets, such payments shall be deducted from the amount payable pursuant to Clause 27.5.

27.9 The value of the Compensation Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Agreement so that there is no double counting in calculating the relevant payment.

27.10 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

Payments by the Supplier

27.11 Subject to and less any amounts to which the Supplier to be paid by the Authority, in the event of termination or expiry of this Agreement, the Supplier shall repay (to the extent such amount is a positive amount) to the Authority all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination. The due and final dates for payment shall be as calculated pursuant to Schedule 7.1 (Charges and Invoicing).

SECTION J - MISCELLANEOUS AND GOVERNING LAW

28 Compliance

Health and Safety

28.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

28.1.1 all applicable Law regarding health and safety; and

28.1.2 the Health and Safety Policy whilst at the Authority Premises.

28.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Equality and Diversity

28.3 The Supplier shall:

28.3.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

(i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

(ii) the Authority's policies regarding equality and diversity, as provided to the Supplier from time to time; and

(iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law.

28.3.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal,

or the Equality and Human Rights Commission or (any successor organisation); and

- 28.3.3 not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

Official Secrets Act and Finance Act

28.4 The Supplier shall comply with the provisions of:

28.4.1 the Official Secrets Acts 1911 to 1989; and

28.4.2 section 182 of the Finance Act 1989.

Modern Slavery Act

28.5 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:

28.5.1 the Modern Slavery Act 2015 (the "**Slavery Act**"); and

28.5.2 the Authority's anti-slavery policy as provided to the Supplier from time to time (the "**Anti-slavery Policy**").

28.6 The Supplier represents, warrants and undertakes throughout the Term that:

28.6.1 it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;

28.6.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

28.6.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it:

- (i) has been convicted of any offence involving slavery and trafficking;
or
- (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

28.7 The Supplier shall notify the Authority as soon as it becomes aware of:

28.7.1 any breach, or potential breach, of the Anti-slavery Policy; or

28.7.2 any actual or suspected slavery or trafficking in a supply chain which relates to this Agreement.

28.8 If the Supplier notifies the Authority pursuant to Clause 28.7, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Agreement.

28.9 If the Supplier is in Default under Clause 28.6 and such Default has a Material Adverse Effect, the Authority may by notice:

28.9.1 require the Supplier to remove from performance of this Agreement any Sub-contractor, Supplier Personnel or other persons associated with it or them whose acts or omissions have caused the Default; or

28.9.2 immediately terminate this Agreement.

29 Assignment and Novation

29.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

29.2 The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

29.2.1 any Central Government Body;

29.2.2 a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; or

29.2.3 a devolved government or assembly (or any agency thereof) which performs any of the functions that previously had been performed by the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 29.2

29.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not (subject to Clause 29.4) affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

29.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Agreement to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Authority (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority under limb (h) of the definition of Supplier Termination Event (as if references in that limb (h) to the Supplier and the Guarantor and references to a Party in the definition of Insolvency Event were references to the Successor Body).

30 Waiver and Cumulative Remedies

30.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

30.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

30.3 Without prejudice to any entitlement of the Supplier to specific performance of any obligation under this Agreement or to injunctive relief the Supplier's sole remedy in relation to matters for which an express right or remedy is stated in this Agreement shall be that right or remedy and the Supplier shall have no additional right or remedy arising by common law in equity by statute or otherwise.

31 Relationship of the Parties

31.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

32 Prevention of Fraud and Bribery

32.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Effective Date:

32.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

32.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

32.2 The Supplier shall not during the term of this Agreement:

32.2.1 commit a Prohibited Act; and/or

32.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

32.3 The Supplier shall during the term of this Agreement:

32.3.1 establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are

adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

32.3.2 have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;

32.3.3 keep appropriate records of its compliance with its obligations under Clause 32.3.1 and make such records available to the Authority on request; and

32.3.4 take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017.

32.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 32.1 and/or 32.2, or has reason to believe that it has or any of the Supplier Personnel have:

32.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

32.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

32.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

32.5 If the Supplier makes a notification to the Authority pursuant to Clause 32.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with Clause 10 (Records, Reports, Audits and Open Book Data).

- 32.6 If the Supplier is in Default under Clauses 32.1 and/or 32.2, the Authority may by notice:
- 32.6.1 require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the Default; or
 - 32.6.2 immediately terminate this Agreement.
- 32.7 Any notice served by the Authority under Clause 32.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Agreement shall terminate).

33 Severance

- 33.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.
- 33.2 In the event that any deemed deletion under Clause 33.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.
- 33.3 If the Parties are unable to agree on the revisions to this Agreement within five (5) Working Days of the date of the notice given pursuant to Clause 33.2, the matter shall be dealt with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 8.3 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within thirty (30) Working Days of the matter being referred to them, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 33.3

34 Further Assurances

34.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

35 Entire Agreement

35.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

35.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.

35.3 Nothing in this Clause 35 shall exclude any liability in respect of misrepresentations made fraudulently.

36 Third Party Rights

36.1 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, Paragraphs 2.1 and 2.3 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of Schedule 9.1 (Staff Transfer) and the provisions of Paragraph 6.9 of Schedule 8.5 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

36.2 Subject to Clause 36.1, a person who is not a Party to this Agreement has no right under the CRTPA to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

36.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.

36.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 36.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

37 Notices

37.1 Any notices sent under this Agreement must be in writing in accordance with clause 37.2.

37.2 Subject to Clause 37.3, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending.	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

37.3 [REDACTED]

37.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 37.2.

37.5 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 37.2:

37.5.1 Step-In Notices;

37.5.2 Force Majeure Notices;

- 37.5.3 notices issued by the Supplier pursuant to Clause 26.3 (Termination by the Supplier);
- 37.5.4 Termination Notices; and
- 37.5.5 Dispute Notices.
- 37.6 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 37.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 37.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.
- 37.7 This Clause 37 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 8.3 (Dispute Resolution Procedure)).

38 Disputes

- 38.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.
- 38.2 Where there is a Dispute between the Parties, notwithstanding such Dispute, the Supplier shall continue to provide the Services in accordance with the terms of this Agreement.

39 Governing Law And Jurisdiction

- 39.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 39.2 Subject to Clause 38 (Disputes) and Schedule 8.3 (Dispute Resolution Procedure) (including the Authority's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

40 Guarantee

40.1 Upon written request from the Authority at any time on or after the Legacy Services Transfer Date the Supplier shall:

40.1.1 procure that the Guarantor shall execute and deliver to the Authority the Guarantee substantially in the form set out in Schedule 10 (Guarantee) or in such other form as the Authority may, in its absolute discretion agree;

40.1.2 deliver to the Authority a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee; and

40.1.3 where the Guarantor is incorporated outside of the United Kingdom, provide a legal opinion in a form reasonably acceptable to the Authority from a legal advisor qualified to practice in the jurisdiction in which the Guarantor is established and has its office, the content of which shall include:

- (i) the corporate status of the Guarantor;
- (ii) the capacity and authority of the Guarantor to execute and perform the Guarantee;
- (iii) confirmation of the legal validity and enforceability of the Guarantee; and
- (iv) confirmation of the validity of the governing law and jurisdiction of the Guarantee.

41 No Variation

41.1 No changes or variations to this Deed shall be valid unless they are recorded in writing and executed as a deed by both parties.

42 Counterparts

42.1 This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

In witness of which this Agreement has been duly executed as a deed by the Parties on the date which appears at the head of its page 1.

Executed as a deed by **NG BAILEY FACILITIES**

SERVICES LIMITED acting by

, a

.....

director, in the presence of:

Director

.....

NAME OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

The corporate seal of the **SECRETARY OF STATE FOR WORK AND PENSIONS** is hereunto affixed and authenticated by:

.....

SEAL OF THE SECRETARY OF
STATE FOR WORK AND
PENSIONS

Authorised Signatory

Schedule 1

Definitions

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

“Acquired Rights Directive” 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;

“Affected Party” the Party seeking to claim relief in respect of a Force Majeure Event;

“Affiliate” 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 with, that body corporate from time to time;

“Ancillary Third Party Services” those ancillary services including but not limited to telecoms and broadband services provided by third party service providers to the Authority Estate;

“Assets” all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;

“Associated Person” has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;

“Associate” 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;

“Audit” any exercise by the Authority of its Audit Rights pursuant to Clause 10 (Records, Reports, Audit and Open Book Data) and Schedule 7.5 (Financial Reports and Audit Rights);

“Audit Agents”

(a) the Authority’s internal and external auditors;

- (b) the 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 Authority to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

"Audit Rights" the audit and access rights referred to in Schedule 7.5 (Financial Reports and Audit Rights);

"Authority Assets" the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;

"Authority Data"

- (a) 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, and which are:
 - (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
- (b) any Personal Data for which the Authority is the Data Controller;

"Authority Estate" the Authority's property portfolio as more particularly described in the Service Description and as the same may change, vary or adapt from time to time during the Term;

"Authority Materials" the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which are owned or used by or on behalf of the Authority;

“Authority Premises” premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);

“Authority Representative” the representative appointed by the Authority pursuant to Clause 9.4 (Representatives);

“Authority Requirements” the requirements of the Authority set out in Schedules 2 (Service Requirements), (Reports and Records Provisions) and 8.5 (Exit Management);

“Authority Responsibilities” the responsibilities of the Authority specified in Schedule 3 (Authority Responsibilities);

“Authority Software” software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;

“Authority Supply Chain Contract” a contract between the Authority and the relevant Authority Supply Chain Member and references to **Authority Supply Chain Contracts** shall be construed accordingly;

“Authority Supply Chain Member” the principal suppliers to the Authority of the Integrator Services, the Security Services, the LLM Services, the FM Services and the Project Services notified to the Supplier from time to time and/or of which the Supplier should have been aware and references to **Authority Supply Chain Members** shall be construed accordingly;

“Authority System” the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;

“Background IPRs” means any Intellectual Property Rights (other than Contract IPRs) belonging to either Party before the Effective Date or not created in the course of or in connection with the Services;

“Baseline Security Requirements” the Authority’s baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (Security

Management), as updated from time to time by the Authority and notified to the Supplier;

“**Board**” the Supplier’s board of directors;

“**Cabinet Office Markets and Suppliers Team**” the UK government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

“**Central Government Body**” a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“**Change**” any change to this Agreement;

“**Change Authorisation Note**” a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 8.2 (Change Control Procedure);

“**Change Control Procedure**” the procedure for changing this Agreement set out in Schedule 8.2 (Change Control Procedure);

“**Change in Law**” any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;

“**Change Request**” a written request for a Contract Change substantially in the form of Annex 1 of Schedule 8.2 (Change Control Procedure);

“**Charges**” the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (Charges and Invoicing);

“Commercially Sensitive Information” the information listed in Schedule 4.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to:

- (a) the pricing of the Services;
- (b) details of the Supplier’s IPRs; and
- (c) the Supplier’s business and investment plans;

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 services to another customer of the Supplier that are the same or similar to any of the Services;

“Compensation Payment” subject to Clauses 27.6 to 27.10 (Consequences of Expiry or Termination), shall mean all costs (including Contract Breakage Costs) which would have been incurred by the Supplier had the Agreement continued to its natural expiry which:

- (a) cannot be avoided due to the early termination of this Agreement;
- (b) in respect of costs associated with Sub-contracts, relate to Sub-contracts which:
 - (i) are not assigned or novated to a Replacement Supplier at the request of the Authority in accordance with Schedule 8.5 (Exit Management); and
 - (ii) the Supplier can demonstrate:
 - (A) are surplus to the Supplier’s requirements after the date of termination of this Agreement, whether in relation to use internally within its business or that of the relevant Sub-contractor (if applicable) or in providing services to any of its or their other customers; and
 - (B) have been entered into in the ordinary course of business,

plus, in respect of a termination during the Initial Term only, the Sunk Investment Costs, but in each case excluding any costs that the Supplier would not have been liable to pay but for a failure of the Supplier to comply with the terms of this Agreement;

“Confidential Information”

- (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
 - (i) the Disclosing Party Group; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this Agreement;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
- (d) Information derived from any of the above, but not including any Information which:
 - (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
 - (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient’s knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's:
 - (A) performance under this Agreement; or
 - (B) failure to pay any Sub-contractor as required pursuant to Clause 13.1.1 (Supply Chain Protection);

“Conflict of Interest” any conflict between the financial, commercial or other interests of the Supplier and the Supplier's duties to the Authority under this Agreement, including:

- (a) a direct financial interest, such as a shareholding in another company other than the Supplier, which conflicts with the Supplier's duties under this Agreement;
- (b) directorships or consultancies agreed by the Supplier with businesses other than the Authority which conflicts with the Supplier's duties under this Agreement; and
- (c) dealings of the Supplier with a company other than the Authority which is employing close family (in particular partners) under this Agreement;

“Contract Breakage Costs” subject to Clauses 27.6 to 27.10 (Consequences of Expiry or Termination), the amounts payable by the Supplier to its Sub-contractors for terminating all relevant Sub-contracts as a direct result of the early termination of this Agreement;

“Contract Change” any change to this Agreement other than an Operational Change;

“Contract IPRs” all Intellectual Property Rights that arise or are obtained or developed by, or by a contractor on behalf of, either Party in respect of the Deliverables in the course of or in connection with the Services;

“Contract Year”

- (a) a period of 12 months commencing on the Effective Date; or
- (b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

“Control” the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;

“Controller” has the meaning given in the GDPR;

“Costs” the actual expenditure incurred by the Supplier (demonstrated by Supporting Documents) in respect of the costs set out in the Financial Model, excluding:

- (a) any amounts which are stated elsewhere in this Agreement to be irrecoverable by the Supplier;
- (b) financing or similar costs;
- (c) taxation;
- (d) fines and penalties;
- (e) voluntary payments made by the Supplier including payments to Supplier Personnel; and
- (f) any amounts of profit for the Supplier;

“CRTPA” the Contracts (Rights of Third Parties) Act 1999;

“Data Loss Event” any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

“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”

- (a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time the DPA 2018 to the extent that it relates to processing of personal data and privacy;
- (b) all applicable Law about the processing of personal data and privacy;

“Data Subject” has the meaning given in the DPA;

“Data Subject Request” a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;

“Default” any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

- (a) in the case of the Authority, of its employees, servants, agents; or
 - (b) in the case of the Supplier, of its Sub- contractors or any Supplier Personnel,
- in connection with or in relation to the subject- matter of this Agreement and in respect of which such Party is liable to the other;

“Defect”

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times); or
- (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements;

“Delay” a delay in the delivery of the Services against the Preventative Maintenance Plan;

“Deliverable” an item or feature delivered or to be delivered by the Supplier at any stage during the performance of this Agreement;

“Disclosing Party” has the meaning given in Clause 17.1 (Confidentiality);

“Disclosing Party Group”

- (a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and
- (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;

“Dispute” any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

“Dispute Notice” a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;

“Dispute Resolution Procedure” the dispute resolution procedure set out in Schedule 8.3 (Dispute Resolution Procedure);

“Documentation” descriptions of the Services, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

- (a) is required to be supplied by the Supplier to the Authority under this Agreement;
- (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;

(c) is required by the Supplier in order to provide the Services; and/or

(d) has been or shall be generated for the purpose of providing the Services;

“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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

“DPA” the Data Protection Act 2018 ;

“Due Diligence Information” any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;

“DWP Information Security Policy” means the Authority’s policy in respect of information security, as provided to the Supplier and as may be replaced, updated or amended from time to time;

“DWP Offshoring Policy” the Authority’s policy in respect of offshoring of Authority Data as provided to the Supplier and as may be replaced, updated or amended from time to time;

“Early Warning” a notification to be given by a Party pursuant to Clause 5.8 (Early Warnings);

“Effective Date” the date of this Agreement;

“EIRs” the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;

“Employee Liabilities” 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 related to employment 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
- (h) supervisory body and of implementing any requirements which may arise from such investigation;

“Employment Regulations” the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

“Euro Compliant” means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority’s business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

- (a) be able to perform all such functions in any number of currencies and/or in euros;

- (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
- (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
- (d) incorporate protocols for dealing with rounding and currency conversion;
- (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national
- (f) currency of the relevant part(s) of the UK and/or the euro; and
- (g) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

"Exit Day" shall have the meaning in the European Union (Withdrawal) Act 2018;

"Exit Management" services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (Exit Management);

"Exit Plan" the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 (Exit Management);

"Financial Distress Event" the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 7.4 (Financial Distress);

"Financial Distress Remediation Plan" a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs;

"Financial Model" has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);

"Financial Reports" has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);

“Financial Transparency Objectives” has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);

“FM Services” the facilities management services provided by the relevant Authority Supply Chain Member in respect of the Authority Estate;

“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 any relevant Central Government Body in relation to such Act;

“Force Majeure Event” any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;

“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;

“Former Supplier” has the meaning given in Schedule 9.1 (Staff Transfer);

“Full Service” the service set out in the Service Description, provided in accordance with the Legacy Services PPM Plan unless and until the Optimised PPM Plan has been agreed pursuant to Clause 7.7 (PPM Plans), from which time the service shall be provided in accordance with such Optimised PPM Plan;

“Full Service Commencement Date” 1 October 2020;

“GDPR” The General Data Protection Regulation (EU) 2016/679

“General Anti-Abuse Rule”

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

“Good Industry Practice” at any time the exercise of that degree of care, skill, diligence and efficiency which would be reasonably expected at such time from a supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

“Goods” has the meaning given in Clause 7.8 (Supply of Goods);

“Guarantee” the deed of guarantee in favour of the Authority entered into by the Guarantor pursuant to Clause 40 (Guarantee) (which is in the form set out in Schedule 10 (Guarantee)), or any guarantee acceptable to the Authority that replaces it from time to time;

“Guarantor” NG Bailey Limited, a company registered in England and Wales with company number 00342778 and whose registered office is at Denton Hall, Denton, Ilkley, West Yorkshire LS29 0HH, or such alternative guarantor as is approved by the Authority in its absolute discretion;

“Halifax Abuse Principle” the principle explained in the CJEU Case C-255/02 Halifax and others;

“Health and Safety Policy” the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;

“HMRC” HM Revenue & Customs;

“Impact Assessment” has the meaning given in Schedule 8.2 (Change Control Procedure);

“Indemnified Person” the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;

“Independent Control” where a Controller has provided Personal Data to another Party which is neither a Processor or 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;

“Information” all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

“Initial Term” the period of 12 months from and including the Effective Date, which may be extended by the agreement of the Parties provided that the Authority requests such extension on a minimum of 3 (three) months’ written notice before the end of the Initial Term;

“Insolvency Event” with respect to any person, means:

- (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:
 - (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
 - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (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 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 that person with one or more other companies or the solvent reconstruction of that person;
- (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;
- (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;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

- (f) where that person is a company, a LLP or a partnership:
- (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;
 - (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;
 - (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
 - (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
- (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;

“Intellectual Property Rights” or **“IPRs”** means any patents, rights to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Interim Period” the period commencing on (and including) the Legacy Services Transfer Date and concluding on the Full Service Commencement Date;

“Interim Services” the services set out in Schedule 2.1 (Services Description), to be carried out in accordance with the Legacy Services PPM Plan;

“IPRs Claim” any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;

“IT” information and communications technology;

“IT Environment” the Authority System and the Supplier System;

“Joint Controllers” where two or more Controllers jointly determine the purposes and means of processing

“Key Performance Indicators” has the meaning given in Part A of Schedule 2.2 (Performance Levels);

“KPI Failure” has the meaning given in Part A of Schedule 2.2 (Performance Levels);

“Key Personnel” those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 12.5 and (Key Personnel);

“Key Roles” a role described as a Key Role in Schedule 9.2 (Key Personnel) and any additional roles added from time to time in accordance with Clause 12.4 (Key Personnel);

“Key Sub-contract” each Sub-contract with a Key Sub-contractor;

“Key Sub-contractor” any Sub-contractor:

- (a) which the Parties agree performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
- (b) 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 this Agreement (as set out in the Financial Model);

“Know-How” all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Agreement;

“Law” any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

“Legacy Services” the services provided pursuant to the Legacy Services Contract, to the extent such services relate to life systems and any other service similar to the Services;

“Legacy Services Contract” the Authority Supply Chain Contract with Interserve (Facilities Management) Limited relating to FM Services;

“Legacy Services PPM Plan” means a schedule for the performance of PPM Tasks equivalent to that required of the contractor under the Legacy Services Contract, as updated and amended from time to time pursuant to and in accordance with Clause 7.4.2 (PPM Plans);

“Legacy Services Transfer Date” 1 March 2020;

“Licensed Software” all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software and Third Party Software;

“LLM Services” the letting and lease management services provided by the relevant Authority Supply Chain Member in respect of the Authority Estate;

“Long Stop Date”

- (a) the date falling 18 months from and including the Effective Date; or
- (b) if there is a procurement challenge in respect of the Authority’s award of the Replacement FM Contract which causes the Service Transfer Date to be delayed beyond the date referred to in limb (a) above, such alternative date as the Authority shall notify to the Supplier, provided that such date may be no

later than 20 months from and including the Effective Date unless agreed otherwise with the Supplier;

“Losses” reasonable and properly mitigated losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and reasonable and properly mitigated disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

“Malicious Software” any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Management Information” the management information specified in Schedule 7.1 (Charges and Invoicing) and Schedule 8.1 (Governance) to be provided by the Supplier to the Authority;

“Material Adverse Effect” any event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other related events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material adverse effect on:

- (a) the ability of the Supplier or any Sub-Contractor to perform its obligations under this Agreement or the relevant Sub-contract (as appropriate);
- (b) the provision of the Services under this Agreement; and/or
- (c) the activities, reputation and/or public perception of the Authority (which shall include the risk of the Authority being associated with a particular person or organisation);

“month” a calendar month and “monthly” shall be interpreted accordingly;

“Multi-Party Dispute Resolution Procedure” has the meaning given in Paragraph 9.1 of Schedule 8.3 (Dispute Resolution Procedure);

“Multi-Party Procedure Initiation Notice” has the meaning given in Paragraph 9.2 of Schedule 8.3 (Dispute Resolution Procedure);

“Non-disclosure Agreement” the non-disclosure agreement entered into between the Supplier and the Authority dated 9 December 2019;

“Non-trivial Customer Base” a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;

“Notifiable Default” shall have the meaning given in Clause 22.1 (Rectification Plan Process);

“Occasion of Tax Non-Compliance”

- (a) 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:
- (b) 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 that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
- (c) 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; and/or
- (d) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 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 Effective Date or to a civil penalty for fraud or evasion;

“Open Book Data” has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights)

“Open Source” computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

“Operating Environment” the Authority System and the Sites;

“Operational Change” any change in the Supplier’s operational procedures which in all respects, when implemented:

- (a) will not affect the Charges and will not result in any other costs to the Authority;
- (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;
- (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and
- (d) will not require a change to this Agreement;

"Optimised PPM Plan" has the meaning given in Clause 7.7 (PPM Plans);

"Other Supplier" any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;

"Parent Undertaking" has the meaning set out in section 1162 of the Companies Act 2006;

"Parties" and **"Party"** have the meanings respectively given on page 1 of this Agreement;

"Performance Monitoring Report" has the meaning given in Schedule 2.2 (Performance Levels);

"Personal Data" has the meaning given in the GDPR;

"Personal Data Breach" has the meaning given in the GDPR;

"PPM Task" has the meaning given in Schedule 2.1 (Services Description);

"Processor" has the meaning given to it under the GDPR;

"Processor Personnel" all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

"Prohibited Act"

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

- (b) induce that person to perform improperly a relevant function or activity; or
- (c) reward that person for improper performance of a relevant function or activity;
- (d) 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 this Agreement;
- (e) an offence:
 - (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 (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017) ;
- (f) defrauding, attempting to defraud or conspiring to defraud the Authority; or
- (g) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“Protective Measures: 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;

“Project Services” the services in relation to projects in respect of the Authority Estate provided by the relevant Authority Supply Chain Member;

“Quarter” the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);

“Recipient” has the meaning given in Clause 17.1 (Confidentiality);

“Records” has the meaning given in Schedule 8.4 (Reports and Records Provisions);

“Rectification Plan” a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;

“Rectification Plan Failure”

- (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 22.3 (Submission of the draft Rectification Plan) or 22.7 (Agreement of the Rectification Plan);
- (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 22.6 (Agreement of the Rectification Plan);
- (c) the Supplier failing to rectify a material Default within the later of:
 - (i) thirty (30) Working Days of a notification made pursuant to Clause 22.2 (Notification); and
 - (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
- (d) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;

“Rectification Plan Process” the process set out in Clauses 22.3 (Submission of the draft Rectification Plan) to 22.8 (Agreement of the Rectification Plan);

“Registers” has the meaning given in Schedule 8.5 (Exit Management);

“Relevant Authority” the Authority or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;

“Relevant IPRs” IPRs Used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Agreement but excluding any IPRs in the Authority Software, the Authority’s Background IPRs, the Supplier COTS Software and the Third Party COTS Software;

“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 for Justice pursuant to section 9 of the Bribery Act 2010;

“Relevant Tax Authority” HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;

“Relevant Transfer” a transfer of employment to which the Employment Regulations applies;

“Replacement Services” any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;

“Replacement Supplier” any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);

“Request For Information” a Request for Information under the FOIA or the EIRs;

“Required Action” has the meaning given in Clause 23.1.1 (Step-In Rights);

“Reserved Matters”

- (a) decisions relating to changes in the National Threat Level;
- (b) matters which relate to, or may cause, a conflict of interest between the Supplier and the Supply Chain Integrator; and
- (c) any other matters as may be specified in writing as Reserved Matters from time to time by the Authority,

and references to a **Reserved Matter** shall be construed accordingly;

“Risk Management Plan” the plan prepared by the Supplier pursuant to clause 5.9 of the Agreement, as may be amended from time to time in accordance with this Agreement;

“Scoping Period” the period commencing from (and including) the Effective Date and concluding 29 February 2020;

“Scoping Services” the services set out in Schedule 2.1 (Services Description);

“Security Services” the security services provided by the relevant Authority Supply Chain Member in respect of the Authority Estate;

“Service Credit” has the meaning given in Part A of Schedule 2.2 (Performance Levels);

“Service Period” a calendar month, save that:

- (a) the first service period shall begin on the Service Commencement Date and shall expire at the end of the calendar month in which the Service Commencement Date falls; and
- (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;

“Services” any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (Services Description);

“Service Transfer Date” has the meaning given in Schedule 9.1 (Staff Transfer);

“Services Description” the services description set out in Schedule 2.1 (Services Description);

“Sites” any premises (including the Authority Premises, the Supplier’s premises or third party premises):

- (a) from, to or at which:
 - (i) the Services are (or are to be) provided; or
 - (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or
- (b) where:
 - (i) any part of the Supplier System is situated; or
 - (ii) any physical interface with the Authority System takes place;

“Specified Perils” loss of or damage to all, part or some of the Sites occasioned by fire, lightning, electrical fault, explosion, storm, flood, escape of water from any tank apparatus or pipe, earthquake, aircraft or other aerial devices or articles dropped therefrom;

“Software” Supplier Software and Third Party Software;

“Staffing Information” has the meaning given in Schedule 9.1 (Staff Transfer);

“Standards” means standards and guidance set out at Schedule 2.3 (Standards);

“Step-In Notice” has the meaning given in Clause 23.1 (Step-In Rights);

“Step-In Trigger Event”

- (a) any event falling within the definition of a Supplier Termination Event;
- (b) a Default by the Supplier that causes a material Delay;
- (c) a Default by the Supplier resulting from the Supplier’s failure to co-operate and liaise with the Authority Supply Chain Members or any negligent act, omission or default of the Supplier (as determined by the Authority, acting reasonably);
- (d) the Authority acting reasonably considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;
- (e) the Authority being advised by a regulatory body (based on reasonable evidence and information) that the exercise by the Authority of its rights under Clause 23 (Step-In Rights) is necessary;
- (f) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or
- (g) a need by the Authority to take action to discharge a statutory duty;

“Step-Out Date” has the meaning given in Clause 23.5.2 (Step-In Rights);

“Step-Out Notice” has the meaning given in Clause 23.5 (Step-In Rights);

“Step-Out Plan” has the meaning given in Clause 23.6 (Step-In Rights);

“Strategic Supplier” those suppliers to government listed at <https://www.gov.uk/government/publications/strategic-suppliers>;

“Sub-contract” any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub- contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub- contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

“Sub-contractor” any third party with whom:

- (a) the Supplier enters into a Sub-contract; or
- (b) a third party under (a) above enters into a Sub- contract,

or the servants or agents of that third party;

“Sub-processor” any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;

“Subsidiary Undertaking” has the meaning set out in section 1162 of the Companies Act 2006;

“Successor Body” has the meaning given in Clause 29.4 (Assignment and Novation);

“Sunk Investment Costs” an amount in respect of the Supplier’s wasted investment costs in the event of an early termination of this Agreement, which shall be based on a figure of £250,000 (two hundred and fifty thousand) for a termination immediately after the Effective Date and reduced on the first of each month thereafter on a pro-rata basis for any subsequent termination as against the remainder of the Initial Term anticipated immediately prior to such termination;

“Supplier COTS Software” Supplier Software (including open source software) that:

- (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer Base;

“Supplier Equipment” the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub- contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Supplier Personnel” all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Agreement;

“Supplier Personnel Costs” the costs incurred by the Supplier in respect of the employment (or other contractual engagement) of those Supplier Personnel that are subject to the Supplier Personnel Rates;

“Supplier Personnel Costs Change in Law” any Change in Law in respect of:

- (a) the National Living Wage as detailed in Regulation 4 of the National Minimum Wage Regulations 2015;
- (b) the National Living Wage as detailed in Regulation 4A of the National Minimum Wage Regulations 2015;
- (c) employer national insurance contributions;
- (d) the Supplier’s Apprenticeship Levy Costs;
- (e) Auto-Enrolment Employment Pension Contributions; and/or
- (f) any other statute that specifies payments that the Supplier is required to make to, or a levy in respect of, the Supplier Personnel whether such statute exists as at the Effective Date or is enacted after the Effective Date,

and which has the direct effect of increasing the actual expenditure incurred by the Supplier (demonstrated by supporting documentation) in respect of Supplier Personnel Costs (as can be evidenced by the Supplier with reference to the Financial Model);

“Supplier Personnel Rates” the hourly rates for Supplier Personnel set out in Annex 1 to Schedule 7.1 (Charges and Invoicing);

“Supplier Representative” the representative appointed by the Supplier pursuant to Clause 9.3 (Representatives);

“Supplier Software” software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services;

“Supplier Solution” the Supplier’s solution for the Services set out in Schedule 2.1 (Services Description) including any Annexes of that Schedule;

“Supplier System” the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

“Supplier Termination Event” means:

- (a) the Supplier committing a material Default which is irremediable;
- (b) as a result of the Supplier’s Default, the Authority incurring Losses in any which exceed 80% of the value of the aggregate liability cap as set out in Clause 20.2 (Limits on Liability);
- (c) a Rectification Plan Failure;
- (d) where a right of termination is expressly reserved in this Agreement, including pursuant to:
 - (i) Clause 15 (IPRs Indemnity);
 - (ii) Clause 32.6.2 (Prevention of Fraud and Bribery); and/or
 - (iii) Paragraph 5 of Schedule 7.4 (Financial Distress);
- (e) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (Warranties) being materially untrue or misleading which results in a Material Adverse Effect;
- (f) the Supplier committing a material Default under Clause 8.13 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 8.13.2 (Promoting Tax Compliance) which in the reasonable opinion of the Authority are acceptable;

- (g) the Supplier committing a material Default under any of the following:
 - (i) Clause 5.10.10 (Services);
 - (ii) Clause 6 (Interface with the Authority Supply Chain);
 - (iii) Clause 18 (Transparency and Freedom of Information);
 - (iv) Clause 17 (Confidentiality);
 - (v) Clause 28 (Compliance);
 - (vi) in respect of any security requirements set out in Schedule 2.1 (Services Description), Schedule 2.4 (Security Management) or the Baseline Security Requirements; and/or
 - (vii) in respect of any requirements set out in Schedule 9.1 (Staff Transfer) or Schedule 11 (Personal Data);
- (h) an Insolvency Event occurring in respect of the Supplier, the Guarantor or the Parent Undertaking;
- (i) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
- (j) a change of Control of the Supplier, a Guarantor or the Parent Undertaking which has a Material Adverse Effect, unless:
 - (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control;
- (k) a change of Control of a Key Sub-contractor unless, within 2 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable

Key Sub-contract which is approved by the Authority pursuant to Clause 15.0 (Appointment of Key Sub- contractors);

- (l) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (Staff Transfer);
- (m) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement;
- (n) a termination (for whatever reason) of the Authority Supply Chain Contract with the Supply Chain Integrator; or
- (o) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social, health and safety or labour law which has a Material Adverse Effect.

“Supply Chain Integrator” the third party that the Authority has appointed to provide the Supply Chain Integrator Services, in its capacity as integrator under such contract;

“Supply Chain Integrator Services” the management and coordination services provided by the Supply Chain Integrator in respect of the Authority Supply Chain Members and the Ancillary Third Party Services;

“Supply Chain Transparency Report” the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule (Reports and Records Provisions)

“Target Performance Level” has the meaning given in Part A of Schedule 2.2 (Performance Levels);

“Term” the period commencing on the Effective Date and expiring in accordance with Clause 4.1.2 (Duration);

“Termination Assistance Notice” has the meaning given in Paragraph 5.1 of Schedule 8.5 (Exit Management);

“Termination Assistance Period” in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 8.5 (Exit Management);

“Termination Date” the date set out in a Termination Notice on which this Agreement is to terminate;

“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 this Agreement on a specified date and setting out the grounds for termination;

“Termination Services” the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (Exit Management), and any other services required pursuant to the Termination Assistance Notice;

“Third Party Beneficiary” has the meaning given in Clause 43.1 (Third Party Rights);

“Third Party Contracts”

- (a) those Sub-contracts set out in Schedule 4.4 (Third Party Contracts); and
- (b) any Sub-contracts so designated pursuant to Clause 13.5 (Appointment of Sub-contractors);

“Third Party COTS Software” Third Party Software (including open source software) that:

- (a) the supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and
- (b) has a Non-trivial Customer base; **“Third Party IPRs”** means any Intellectual Property Rights not owned by either Party to this Agreement but used by the Supplier in the creation of the Deliverables and/or in the course of or in connection with the Services;

“Third Party Provisions” has the meaning given in Clause 43.1 (Third Party Rights);

“Third Party Software” software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;

“Transferring Assets” has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (Exit Management);

“Transferring Authority Employees” has the meaning given in Schedule 9.1 (Staff Transfer);

“Transferring Former Supplier Employees” has the meaning given in Schedule 9.1 (Staff Transfer);

“Transferring Supplier Employees” has the meaning given in Schedule 9.1 (Staff Transfer);

“Transparency Information” has the meaning given in Clause 22.1 (Transparency and Freedom of Information);

“Transparency Reports” has the meaning given in Schedule 8.4 (Reports and Records Provisions);

“UK” the United Kingdom;

“Use” means load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) and/or otherwise make use of;

“VAT” value added tax as provided for in the Value Added Tax Act 1994;

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; and

“Working Day” any day other than a Saturday, Sunday or public holiday in England and Wales.

Schedule 2

Service Requirements

Part 2.1 – Services Description

1 Definitions

The following defined terms shall apply in this Schedule:

“Account Management Services” means those services described in paragraph 2A of this Schedule 2.1;

“Asset Register” means the list of assets set out at Appendix 2 (Asset Register as at the date of this Agreement), with such amendments as are advised to the Authority by the Supplier pursuant to Paragraph 8 of this Schedule 2.1;

“Business Critical Procedures” means the business critical procedures to be agreed by the parties during the Scoping Period;

“Completion” means that the evidence of completion set out in the table at Appendix 1 (PPM Tasks) for the relevant PPM Task has been provided to the reasonable satisfaction of the Authority;

“Disruptive Work” means any PPM Tasks, Remedial Works or other performance of the Services that could reasonably be considered to be disruptive to the normal operation of the relevant Site if it were to be carried out during the Site Operational Hours of such Site;

“Legacy Services PPM Plan” has the meaning given in Schedule 1 of this Agreement;

“Legacy Services Transfer Date” has the meaning given in Schedule 1 of this Agreement;

“Mobilisation Plan” means the mobilisation plan prepared by the Supplier and annexed at Appendix 4 of this Schedule 2.1 as may be amended by the written agreement of the parties during the Scoping Period;

“Optimised PPM Plan” has the meaning given in Clause 7.7 (PPM Plans);

“PPM Task” means a task set out in Appendix 1 (PPM Tasks);

“**Remedial Work**” means any works required in relation to a PPM Task to ensure statutory compliance and/or proper functioning of the relevant Asset;

“**Remedial Work Response Times**” means the times set out in Appendix 5 (Remedial Work Response Times) of Schedule 2.1;

“**Scoping Services**” means those services identified by the Supplier in the Mobilisation Plan; and

“**Site Operational Hours**” means the operating hours of the relevant Site, as set out in the table at Appendix 3 (Site Operational Hours).

2 Scoping Services

2.1 The Supplier shall provide the Scoping Services required by the Authority from (and including) the Effective Date until immediately prior to the Legacy Services Transfer Date.

2.2 The Supplier shall ensure that the Scoping Services are full and satisfactory to enable the Supplier to perform;

2.2.1 the PPM Tasks in accordance with the Legacy Services PPM Plan and this Schedule 2 (Service Requirements); and

2.2.2 its other applicable obligations set out in the Agreement and this Schedule 2.1,

from the Legacy Services Transfer Date.

2A Account Management Services

[REDACTED]

3 PPM Tasks

3.1 Sixty (60) days before the Legacy Services Transfer Date, the Authority shall provide the Supplier with the Legacy Services PPM Plan.

3.2 From the Legacy Services Transfer Date, the Supplier shall perform the PPM Tasks in accordance with the Legacy Services PPM Plan and this Schedule 2 (Service Requirements).

- 3.3 During the Interim Period the Supplier shall comply with its obligations under Clauses 7.4, 7.6 and 7.7 (PPM Plans) of the Agreement.
- 3.4 From the Full Service Commencement Date the Supplier shall comply with its obligations under Clause 7.5 (PPM Tasks) of the Agreement.
- 3.5 The Supplier shall comply with the criteria for demonstrating Completion of each PPM Task and the format in which this is to be presented as set out against the relevant PPM Task in Appendix 1 (PPM Tasks), or such alternative as is agreed in advance with the Authority in writing.
- 3.6 Without prejudice to Paragraph 4 of this Schedule 2.1, the Supplier shall ensure that all the agreed certification or agreed alternative evidence (the “**Documentation**”) to support Completion of a PPM Task is available to the Authority in the agreed format and location within the required time period of one calendar month of such PPM Task Completion for PPM Tasks performed by the Supplier’s direct workforce and within the required time period of two calendar months of such PPM Task Completion for PPM Tasks performed by the Supplier’s Sub Contractors. The Supplier will use reasonable endeavours to identify opportunities to improve the availability of Documentation and in any case will make the Documentation available within one calendar month for all PPM Tasks by 1 February 2021.

4 Remedial Works

[REDACTED]

5 Disruption

- 5.1 Subject to Paragraph 5.2, the Supplier shall ensure that Remedial Work and all other work set out in this Schedule 2.1 is carried out within the Site Operational Hours of the relevant Site, unless otherwise agreed with the Authority.
- 5.2 The Supplier shall carry out all Disruptive Work outside of the Site Operational Hours of the relevant Site, unless agreed otherwise in writing with the Authority.

6 Backlog Programmes

[REDACTED]

7 Access and safe working

- 7.1 The Supplier shall be responsible for designing and implementing processes and procedures that ensure safe systems of work in relation to the Services and this will include co-ordinating with other suppliers (including but not limited to the Authority Supply Chain Members and the Supply Chain Integrator) where necessary.
- 7.2 The Supplier will provide documentary evidence as requested by the Supply Chain Integrator to demonstrate compliance with paragraph 7.1 above.
- 7.3 The Supplier will comply with any audit or health and safety request by the Authority (acting reasonably).
- 7.4 All Services shall be carried out by the Supplier in accordance with all applicable laws and Good Industry Practice.
- 7.5 Where the processes and procedures referred to in Paragraph 7.1 of this Schedule 2.1 require other suppliers (including but not limited to the Authority Supply Chain Members and the Supply Chain Integrator) to provide support to the Supplier, the Authority will use reasonable endeavours to ensure that such support is provided.

8 Asset Register

From the Legacy Services Transfer Date, the Supplier shall, as soon as practicable and allowing for safety criticality and in any event no later than the reporting cycle outlined in Appendix 1 (PPM Tasks), following the date on which it, any Sub-contractor and/or a Supplier Personnel becomes aware when carrying out any PPM Tasks or other works specified in this Schedule 2.1, of an error and/or omission in the Asset Register, inform the Supply Chain Integrator of the error and/or omission in the Asset Register.

9 Exit Plan

The Supplier shall comply with its obligation under part 8.5 (Exit Management) of Schedule 8 (Governance) of this Agreement.

10 Other obligations

From the Effective Date, the Legacy Services Transfer Date or the Full Service Commencement Date (as the case may be), the Supplier shall comply with its express obligations set out in this Agreement

Appendix 2 - Asset Register

This Appendix shall be made available to the Supplier in Vx Maintain from the Supply Chain Integrator

APPENDIX 3 - SITE OPERATIONAL HOURS

Property Code	Property Name	Location	ERP Region (2)	Address	Post Code	ERP	ERP	ERP	Core Hours (See Notes)	Public Opening Times
420188	Barnes 10 Farmers Place House (MBC)	Barnes-to-Furze	HR England	Haydon Street	L14 1B	2,194.00	M-Sat		0700 - 2000	0900-1800 (M, Tu, Th, F) 1000-1800 (W)
420189	Birmingham Rowland 42 Newbury Road Highgate	Birmingham	Central	42 Newbury Road	B13 2N4	2,361.00	M-Sat		0715-2015 (M-F)	0915-1715 (Sat)
420190	Bloxham-Trent 15 Stafford Street House	Leeds	Central	1-15 Stafford Street	LS1 1B	1,508.00	M-F		0700-1900	0900-1800 (M, Tu, Th, F) 1000-1800 (W)
420191	Canwick Government Buildings Besscroft Road	Leeds	Central	Canwick Government Buildings Besscroft Road	WS11 1AB	2,186.00	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420192	Walsall Government Buildings Lower Hall Lane (M)	Walsall	Central	Lower Hall Lane	WS1 1AP	2,294.00	M-F		0700-1900	0900-1800
420193	Cardigan Crown House 416 Castlegate	York	HR England	Cardigan Crown House 416 Castlegate	YO1 2AP	2,179.00	M-F		0700-1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420194	Leeds 11-15 Park Street	Leeds	HR England	11-15 Park Street	LS1 2JF	2,526.00	M-Sat		0700-1900 (M-F) 0900-1900 (Sat)	0700-1715 (M-F) 0915-1715 (Sat)
420195	Stirling South Lodge 216 Whitlaw Road (MBC)	Stirling	Scotland	216 Whitlaw Road	FK9 2JL	2,635.75	M-F		0700-1900	0915 (M-F) 0900-1700 (M, Tu, Th, F) 0900-1700 (W)
420196	Dunbar 15 Macdonald Street	Dunbar	Scotland	15 Macdonald Street	DD2 1UJ	475.00	M-F		0700-1800	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420197	Orkney Tomlinson Lane Kirkcaldy	Orkney	Scotland	Kirkcaldy	KK15 1AJ	271.21	M-F		0900-1800	0900-1100 & 1100-1700 (M, Tu, Th, F) 1000-1100 & 1100-1700 (W)
420198	High 13-21 Trinity Road	High	Scotland	High 13-21 Trinity Road	EH10 1BQ	1,619.00	M-F		0700-1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420199	Weymouth Western House Western Road	Weymouth	Scotland	Western Road	ZE1 8TJ	3,407.00	M-F		0700-1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W) 0900-1700 (Sat) 0900-1700 Production Services 0900-1700
420200	Linwood Springfield House 416 Station Road West Leeds	Linwood	HR England	Springfield House 416 Station Road West Leeds	LS15 2AF	479.00	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420201	Harrogate Victoria House 81 High Street Station	Harrogate	HR England	81 High Street	HG1 1RQ	2,106.00	M-Sat		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420202	Southport Beckford House 65 Beckford Street	Southport	HR England	65 Beckford Street	PR8 7AB	2,910.75	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420203	Taunton Bevilan House 10-16 High Street	Taunton	Scotland	10-16 High Street	TA1 3AP	2,861.00	M-Sat		0700-2015 (M-F)	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420204	Roade 10 Alder House Stanley Product (MBC) (MBC)	Roade	HR England	Stanley Product	LE19 9BA	4,441.24	M-F		0700-2000	0900-1800
420205	Exeter Corporation House Western Way	Exeter	Scotland	Western Way	EX1 2JH	1,291.17	M-F		0700-1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420206	Levensham Spa Bevilan House Holly Walk	Levensham Spa	Central	50 St Holly Walk	CV12 4JH	1,536.00	M-F		0700-1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420207	Wexham Crown Buildings 36 South Street	Wexham	Central	Wexham Crown Buildings 36 South Street	OX11 1JF	1,205.00	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420208	Worcester Vine House (MBC) (MBC)	Worcester	Central	Vine Street	WR1 1BQ	2,624.00	M-F		0700-1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420209	Worcester John Street House 21 Goodwin Street	Worcester	HR England	21 Goodwin Street	WR1 2JL	2,671.24	M-F		0700 - 2000	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420210	Bedford House House 10 Brandon Street	Bedford	London and Home Counties	10 Brandon Street	MK42 2BA	2,271.00	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420211	Bedford Great Oaks House Great Oaks	Bedford	London and Home Counties	Great Oaks	MK44 1JH	3,112.00	M-F		0700-2000	N/A
420212	Crady Hoagwood House 29 Hoagwood Avenue Watlington	Crady	HR England	29 Hoagwood Avenue	OX12 9PQ	1,387.00	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420213	Edinburgh House House 15 Fife Street	Edinburgh	HR England	15 Fife Street	EH6 6JH	4,151.00	M-F		0700 - 1900	N/A
420214	Farnley Colwood House Western Road Farnley	Farnley	Scotland	Farnley Colwood House Western Road Farnley	TD15 3JL	2,068.00	M-F		7:00-19:00	0900-1800
420215	Farnley Park House House High Street	Farnley	Scotland	High Street	TD15 3JL	415.00	M-F		07:00-20:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420216	Harrogate John Street House 21 Goodwin Street	Harrogate	HR England	21 Goodwin Street	HG1 2JL	2,671.24	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420217	Hay 11 Richmond 10 Andrew House 10 Andrew Street North	Hay	Central	10 Andrew Street North	NP23 1TJ	2,197.00	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420218	Heavenstow Low Hall Market Street	Heavenstow	HR England	Heavenstow Low Hall Market Street	NP23 4AP	1,100.00	M-F		0700 - 1900	0945-1700 (M, Tu, Th, F) 0945-1700 (W)
420219	Hutton upon Trent Crown House New Street	Hutton-upon-Trent	Central	Hutton upon Trent Crown House New Street	DN14 2JH	1,266.00	M-F		0700 - 1900	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420220	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420221	Claxton 1840 Western House 180 Eastern Avenue	Claxton	Central	180 Eastern Avenue	SE20 8AP	2,619.00	M-F		0700 - 1900	0900-1800
420222	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420223	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420224	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420225	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420226	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420227	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420228	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420229	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420230	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420231	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420232	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420233	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420234	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420235	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420236	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420237	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420238	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420239	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420240	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420241	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420242	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420243	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420244	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420245	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420246	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420247	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420248	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420249	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420250	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420251	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420252	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420253	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420254	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420255	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420256	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420257	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420258	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420259	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420260	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420261	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420262	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420263	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420264	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420265	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420266	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420267	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420268	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420269	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420270	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420271	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420272	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F		7:00 - 19:00	0900-1800
420273	London 1840 Western House 180 Eastern Avenue	London	London and Home Counties	180 Eastern Avenue	SE20 8AP	3,914.00	M-F			

APPENDIX 3 - SITE OPERATIONAL HOURS

Property Name	Priority Name	Location	EMU Region (Y)	Address	Plant Code	EMU	EMU	Core Hours (See Notes)	Public Opening Times
4.02071	Birmingham 1 South Cannon Institute Road Kings Heath	Birmingham	Central	1 Institute Road	014 751	1,172,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02072	Birmingham King Edward Court 2 Railway Road Sutton Coldfield	Sutton Coldfield	Central	2 Railway Road	077 667	1,174,00	MAF	07:00 - 19:00	0900-1700
4.02073	Tamworth W6 Union Hill Lane	Tamworth	Central	Tamworth W6 Union Hill Lane	079 712	961,00	MAF	0900-1800	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02074	Widened Upper Lichfield Street	Widened	Central	Widened Upper Lichfield Street	0913 126	788,00	MAF	0700-1900 (W+F)	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02075	Birmingham 1630-1636 Coventry Road	Birmingham	Central	1630-1636 Coventry Road	026 1636	1,267,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02076	Dudley Alexander House 12 Waterborough Street	Dudley	Central	Alexander House	0191 126	1,248,00	MAF	0700-1900 (W+F) 0900-1700 (W)	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02077	Hillway 1 Church Street	Hillway	Central	1 Church Street	069 252	566,40	MAF	0700-1900 (W+F)	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02078	Redditch 12-14 High Street	Redditch	Central	12 High Street	0182 567	526,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02079	Birmingham Commercial House 100 Broad Street	Birmingham	Central	Commercial House	0121 567	1,071,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02080	Birmingham 1 Chelmsley Close Chelmsley Wood	Chelmsley Wood	Central	1 Chelmsley Close	012 576	1,030,00	MAF	07:00-1800	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02081	Walsall Bridge Court 1-5 Hartwood Road	Walsall	Central	Bridge Court	091 126	1,129,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02082	Birmingham Handley House 175 Aston Lane Perry Bar	Perry Bar	Central	Handley House	020 209	1,034,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02083	Leicester Lion Court New Street	Leicester	Central	New Street	0166 826	665,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, W, F1 1000-1700 (Th)
4.02084	Hulland Hillside House Southwold Way	Hulland	Central	Southwold Way	174 490	1,033,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02085	Clifton 49 Clifton Street	Clifton	Central	49 Clifton Street	0191 861	702,00	MAF	07:00-1900 (W+F)	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02086	Widened Upper Lichfield Street	Widened	Central	Upper Lichfield Street	0191 126	801,00	MAF	0700-1900	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02087	West Bromwich Churchfields House High Street	West Bromwich	Central	Churchfields House	020 810	2,477,40	MAF	0900-1800 (W+F)	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02088	Bilston High Street	Bilston	Central	Bilston High Street	0914 208	1,001,40	MAF	0700-1845 (W+F)	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02089	Birmingham Heywood House 10 Steave Lane Upper Hill	Birmingham	Central	10 Steave Lane	012 869	1,196,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02090	Stonewick Trinity House High Street	Stonewick	Central	High Street	066 342	1,170,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02091	Birmingham 1000 Midland Road South Northfield (Birmingham South West)	Birmingham	Central	Northfield	061 270	1,174,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02092	Baldon 71A Fore Street	Baldon	South	71A Fore Street	0121 228	667,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02093	Redditch 100 South Street	Redditch	South	100 South Street	0182 567	526,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02094	Devonport Market Street	Devonport	South	Devonport Market Street	0120 148	391,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02095	Devonport, Plymouth Queens House 10 Leman Road Devonport	Plymouth	South	Plymouth Queens House 10 Leman Road Devonport	012 282	1,029,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02096	Frome 7-13 Kingsway Princes Street	Frome	South	7-13 Kingsway Princes Street	0611 126	108,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02097	Bedminster Bristol 17-19 Bath Street	Bedminster	South	Bath Street	012 289	589,00	MAF	0700-1900	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02098	Chilsworthy, Bristol 99 Whitcomb Lane	Bristol	South	99 Whitcomb Lane	011 771	687,00	MAF	07:00-1700	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02099	Tringbridge 14th House Bystone Road	Tringbridge	South	Bystone Road	0614 208	633,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02100	Worcester Upper Hill Regent House High Street	Worcester	South	Upper Hill Regent House High Street	0192 126	1,026,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02101	Wells 46 Churchgate Street	Wells	South	Wells 46 Churchgate Street	012 287	454,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02102	Chadwell Roadably Street	Chadwell	South	Chadwell Roadably Street	0174 222	409,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02103	Perwy Perwy House Concession Hill	Perwy	South	Perwy's House	1910 888	661,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02104	St Auston Timonere House 17 South Street	St Auston	South	Timonere House	0120 171	961,00	MAF	0600-1900	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02105	Chelmsford Heywood House 7 North Street	Chelmsford	South	7 North Street	0126 452	1,427,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02106	Higson 22-23 Northampton Road	Higson	South	22-23 Northampton Road	0604 747	588,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02107	Higson 24-26 Northampton Road	Higson	South	24-26 Northampton Road	0615 822	1,102,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02108	Chigwell Lane Upper Lane The Grove	Chigwell	South	Avenue La Vieille	0915 114	1,170,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02109	Widened 17 The Avenue	Widened	South	17 The Avenue	1424 502	471,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02110	Hempay 22 East Street	Hempay	South	22 East Street	192 187	710,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02111	Tisbury Regal House Castle Circus	Tisbury	South	Regal House	191 283	1,085,40	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02112	Yale Bristol 19 South Parade	Yale	South	19 South Parade	0127 488	616,00	MAF	07:00 - 19:00	0945-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02113	Chilsworthy Devon House 28 West Road	Bristol	South	Devon House	1120 891	687,00	MAF	07:00-19:00	0900-1600 BA, Tu, Th, F1 1000-1600 (W)
4.02114	Leamington 11 Tower Street	Leamington	South	11 Tower Street	015 282	233,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02115	Widened 10-12 High Street	Widened	South	High Street	0611 282	1,074,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02116	Widened 100 Upper Market New High Lane	Widened	South	100 Upper Market, New High Lane	0915 114	1,170,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02117	Bath Somerset Hill	Bath	South	Bath Somerset Hill	061 771	2,176,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02118	London First Floor From Hill Court Station Lane	London	South	From Hill	020 589	1,454,00	MAF	07:00-19:00	N/A
4.02119	Hullfax 4th Floor 488 Dean Church Office Park	Hullfax	NE England	Dean Church Industrial Park	013 562	1,274,00	MAF	0700 - 2200	N/A
4.02120	Heath 26 The West	Heath	NE England	26 The West	0613 282	377,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02121	Grade Mulberry House North Street	Grade	NE England	Grade Mulberry House North Street	0604 748	576,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02122	Barton/Hawton Kings Street	Barton/Hawton	NE England	Barton/Hawton Kings Street	0609 748	754,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02123	Leeds 1000-1002 Kings Road	Leeds	NE England	Kings Road	0113 289	400,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02124	White Lane House 8 Bullion Bank	White	NE England	8 Bullion Bank	0121 122	190,00	MAF	07:00-19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02125	Moths Barton Road Barton (Barton)	Moths	NE England	Barton Rd	0127 482	281,00	MAF	0900-1800	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02126	Grimsby Bridge House 225 Victoria Street	Grimsby	NE England	225 Victoria Street	0601 194	1,466,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02127	Sheffield Prospect House Market Street Woodhouse	Sheffield	NE England	Prospect House Market Street	011 732	586,00	MAF	07:00 - 19:00	0900-1700 BA, W, Th, F1 1000-1700 (Tu)
4.02128	Sheffield 4 Church Lane Thringhall	Sheffield	NE England	Sheffield 4 Church Lane Thringhall	012 112	177,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02129	Sheffield 1000-1002 Kings Road	Sheffield	NE England	Sheffield 1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02130	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02131	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02132	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02133	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02134	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02135	Tadcaster 27-31 Adelaide Street	Tadcaster	NE England	Tadcaster 27-31 Adelaide Street	015 147	113,00	MAF	0700-1900 (W+F) 0900-1700 (W)	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02136	Huddersfield Colton House Market Street	Huddersfield	NE England	Colton House	014 286	1,094,00	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02137	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02138	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02139	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02140	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02141	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02142	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02143	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02144	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02145	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02146	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02147	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02148	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02149	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02150	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00	0900-1700 BA, Tu, Th, F1 1000-1700 (W)
4.02151	Sheffield 1000-1002 Kings Road	Sheffield	NE England	1000-1002 Kings Road	012 282	2,081,40	MAF	07:00 - 19:00</	

APPENDIX 3 - SITE OPERATIONAL HOURS

Property Code	Property Name	Location	UMP Region (2)	Address	Post Code	UMP	UMP	Care Hours (See Notes)	Public Opening Times
420462	Becken Portland House West Drive Road	Becken	W England	West Drive Rd	TS10 1SR	W	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420463	Gatehead 1000m House High Street	Gatehead	W England	High Street	NE21 5AJ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420464	Charles Hamilton Road	Chatterley	W England	Chatterley Hamilton Road	NE21 2ND	M	M-F	7:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420465	Compton Wigg House	Compton	W England	Compton Wigg Street	CV21 4DD	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420466	Longwell Station Road Station	Longwell	W England	Longwell Station Road Station	W19 2JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420467	Stewartford Middle House Linden Road	Stewartford	W England	Ample House	NE22 9ED	M	M-F	0700-1900 (M-F) 0900-1700 (Sat)	0900-1700 (M, Tu, Th, F) 1000-1700 (W) 0900-1700 (Sat)
420468	Beaule Park House 218 Station Road	Beaule	W England	218 Station Road	LE20 3PQ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420469	Wigan 17-19 Oswald Street Ashton & Market Field	Wigan	W England	Wigan 17-19 Oswald Street Ashton & Market Field	WA9 6AB	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420470	4203200 Roberts House 80 Manchester Road	Robt House	W England	Robt House	W6 4PQ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420471	Button Green Moor Street	Button	W England	Green Moor Street	BL1 6ST	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420472	Harwood Taylor Street	Harwood	W England	Harwood Taylor Street	LS10 1SD	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W) (Sat) (Sat) alternate Transfer)
420473	Southfields 17-21 London Road	Southfields	W England	17-21 London Road	SW15 2PL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420474	Manchester Central 1000 Commercial	Manchester	W England	Commercial 1000	M20 2WJ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420475	Manchester Racey Road	Manchester	W England	Manchester Racey Road	M24 7AA	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420476	Heath 19-24 Finsgate	Heath	W England	19-24 Finsgate	LS11 7DA	M	M-F	0800-1800	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420477	Worthington Central Square (M&S)	Worthington	W England	Central Square	LS14 3BL	M	M-F	0800-1800	0900-1700
420478	Worthington 3 Worsley Court High Street Walkley	Walkley	W England	3 Worsley Court, High Street	S62 6AD	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420479	Woolen Foot House (Seen as Southfield House) (see also 96621 - NB IT call 0471 7807)	Woolenfoot	W England	Woolen Street	NE20 2AG	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420480	Longwell Station House 19 Southfield Road North Overton	Longwell	W England	Longwell Station House 19 Southfield Road North Overton	LS10 3JG	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420481	Clifton Trenchard House 15 Alden Street	Clifton	W England	15 Alden Street	WS1 1JH	M	M-F	0700-1900 (M-F) 0900-1700 (Sat)	0900-1700 (M, Tu, Th, F) 1000-1700 (W) 0900-1700 (Sat)
420482	Frederick 1 Factory Lane	Manchester	W England	1-1 Factory Lane	M20 1WJ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420483	Edinburgh 52 Avenue Park Road Upper	Edinburgh	W England	Upper	CV49 0JH	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420484	Bury Silver Street	Bury	W England	Bury Silver Street	BL9 5DP	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420485	Manchester 1009 Oldham Road Newnham Heath	Manchester	W England	1009 Oldham Road	M20 2DP	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420486	Manchester 35 Commercial Road Newnham Heath	Manchester	W England	35 Commercial Road	M20 1WJ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420487	Manchester 49-50 Padstow Road West Oldham	Manchester	W England	49-50 Padstow Road	M20 3JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420488	Clifton 215 Clifton Street	Clifton	W England	215 Clifton Street	BS2 1JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420489	Manchester 44-45 Cannon Street	Manchester-Oldham	W England	44-45 Cannon Street	M14 1LJ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420490	Accrington Oldbank House Oak Street	Accrington	W England	Oak Street	BB5 3PZ	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420491	Warrington 1600 House 10 Mowbray Street	Warrington	W England	1600 House	WA1 2BL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420493	Button 32 Backstone Street	Button	W England	32 Backstone Street	BL1 1JX	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420494	Ashton-under-Lyne 101 Old Street	Ashton-under-Lyne	W England	101 Old Street	OL5 6EL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420495	Manchester 10 King Edward Street	Manchester	W England	10 King Edward Street	M2 1AA	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420496	Manchester Carlwood Place	Manchester	W England	Manchester Carlwood Place	M2 1JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420497	Manchester 2 Howe Street	Manchester	W England	2 Howe Street	M2 1JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420498	Manchester 144 Finsgate	Manchester	W England	144 Finsgate	M2 1JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420499	Heaton 14-16 Newfield Road	Heaton	W England	14-16 Newfield Road Heaton	NE9 9AW	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420500	Stalybridge 10 Clack Drive	Stalybridge	W England	10 Clack Drive	LS12 8PW	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420501	Carlisle Braemar House Linden Street	Carlisle	W England	10-20 Linden Street	CA1 8EA	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420502	Ardsley 2 Claburn Street	Ardsley	W England	2 Claburn Street	LS21 1PA	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420503	Beaule Works Lane	Beaule	W England	Beaule Works Lane	JA96 1AF	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420504	Shefford 3 High Street	Shefford	W England	Shefford 3 High Street	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420505	Shefford 210 High Street	Shefford	W England	210 High Street	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420506	Harrogate Lister House	Harrogate	W England	100 Lister Street	HG1 1JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420507	Harrogate Lister House Oak Street	Harrogate	W England	100 Lister Street	HG1 1JL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420508	Shefford 101-103 High Street	Shefford	W England	101-103 High Street	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420509	St Andrew's 187 South Street	St Andrew's	W England	187 South Street	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420510	Shefford 11 Duckfield Street	Shefford	W England	11 Duckfield Street	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420511	Shefford 779-781 Green Road	Shefford	W England	779-781 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420512	Shefford 4-61 Green Road	Shefford	W England	4-61 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420513	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420514	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420515	Shefford 2-4 South Harbour Road	Shefford	W England	2-4 South Harbour Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420516	Shefford 41 High Street	Shefford	W England	41 High Street	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420517	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420518	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420519	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420520	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420521	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420522	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420523	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420524	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420525	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420526	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420527	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420528	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420529	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420530	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420531	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420532	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420533	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420534	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420535	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420536	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420537	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420538	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420539	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420540	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420541	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420542	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420543	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420544	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420545	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420546	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)
420547	Shefford 100-102 Green Road	Shefford	W England	100-102 Green Road	SK13 9HL	M	M-F	07:00-19:00	0900-1700 (M, Tu, Th, F) 1000-1700 (W)

APPENDIX 3 - SITE OPERATIONAL HOURS

Property Code	Property Name	Location	EMR Region (7)	Address	Post Code	EMR	EMR	Core Hours (See Notes)	Public Opening Times
420384	Leamington John Street	Leamington	Wales	John Street	NP23 7JZ	176.80	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420385	Newnham 16-20 Quay Street	Newnham	Wales	16 - 20 Quay Street	NP23 7BA	799.22	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420386	Allegemery HealthCare House Tudor Street	Allegemery	Wales	Tudor Street	NP23 7BB	790.20	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420387	Clonville Victoria Road	Clonville	Wales	Clonville Victoria Road	NP23 7LQ	344.00	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420388	Redwood Park Road	Redwood	Wales	Redwood Park Road	NP24 0SL	440.96	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420389	Caldbath 46 Newport Road	Caldbath	Wales	46 Newport Road	NP26 4BB	217.19	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420390	Newport 24 Charles Street	Newport	Wales	Newport 24 Charles Street	NP23 1BB	1,793.33	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420391	Cardiff 10 West Square 42 West Square (2nd Floor)	Cardiff	Wales	10 West Square	NP44 1PL	1,265.33	M-F	07:00-19:00	Abolished
420392	Peckham Lower Cardiff Road	Peckham	Wales	The Job Centre	NP15 5AP	255.13	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420393	Merthyr 43-45 Main Gwyn Street	Merthyr	Wales	Merthyr 43-45 Main Gwyn Street	NP23 8BB	185.30	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420394	Cardiff City Centre Street	Cardiff	Wales	Centre Street	NP23 1JG	713.23	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420395	Cardiff City Centre Street	Cardiff	Wales	Centre Street	NP23 1JL	1,070.94	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420396	Cardiff City Centre Street	Cardiff	Wales	Cardiff City Centre Street	NP23 1JH	380.30	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420397	Cardiff 17 Elly Valley Road Talbot Green Mestryon	Cardiff	Wales	17 Elly Valley Road	NP23 4HG	810.81	M-F	07:00-19:00	0900-1700 (Sa, Tu, W, F) 1000-1700 (Th)
420398	Cardiff 10 West Square 42 West Square (2nd Floor)	Cardiff	Wales	10 West Square	NP44 1PL	1,265.33	M-F	07:00-19:00	Abolished
420399	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420400	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420401	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420402	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420403	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420404	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420405	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420406	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420407	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420408	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420409	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420410	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420411	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420412	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420413	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420414	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420415	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420416	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420417	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420418	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420419	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420420	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420421	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420422	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420423	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420424	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420425	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420426	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420427	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420428	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420429	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420430	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420431	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420432	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420433	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420434	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420435	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420436	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420437	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420438	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420439	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420440	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished
420441	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JG	713.23	M-F	07:00-19:00	Abolished
420442	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JL	1,070.94	M-F	07:00-19:00	Abolished
420443	Penarth 10 West Square 42 West Square (2nd Floor)	Penarth	Wales	10 West Square	NP23 1JH	380.30	M-F	07:00-19:00	Abolished

APPENDIX 3 - SITE OPERATIONAL HOURS

Property Code	Property Name	Location	EMR Region (2)	Address	Plan Code	Area	Time	Core Hours (See Notes)	Public Opening Times
420444	Croaser	Croaser	Central	N&T Road	4927 969	145.00	M-F	07:00 to 19:00	0900-1700 (Su, Tu, Th, F) 1800-1700 (W)
420445	Longborough Southfield Road	Longborough	Central	Southfield Road	14111 273	525.40	M-F	07:00 to 19:00	0900-1700 (Su, Tu, Th, F) 1800-1700 (W)
420446	Stratagone Parkside (20.2 RD 12)	Stratagone	Central	Stratagone Road	861 582	175.04	M-F	07:00 to 19:00	At Risk
420447	Hodgkinson and P/L Laundry House Station Street (20.2 RD 9)	Hodgkinson	Central	Station Street	462 296	675.00	M-F	0700-1900	0900-1700 (Su, Tu, Th, F) 1800-1700 (W)
420448	Stafford and Murray Building (Block 1)	Stafford	Central	St Chads Place Tipping Street	1716 218	792.00	M-F	0900-1900	0900-1700 (Su, Tu, W, F) 1800-1700 (Th)
420449	Londonium Spring Housing Complex	Londonium	South	Warth House Road	20225 126	242.70	M-F	0900-1900	0900-1700 (Su, Tu, Th, F) 1800-1400 (W)
420450	Beccitt Ashford Road Northcliffe Area Suburb District Council	Beccitt	South	Ashford Road	21009 120	229.00	M-F	0900-1900	0900-1700 (Su, Tu, Th, F) 1800-1700 (W)
420452	Washington The Terrace, Townsley Court	Washington	MR England	2nd Floor, Townsley Court	462 748	179.25	M-F	0900-1900	09:00-17:00
420453	Hodgkinson Station Place, Hodgkinson Business Park	Hodgkinson	Central	1st & Ground Floor, Unit 20 Orchard Place Hodgkinson Business Park	468 695	1,080.27	M-F	0700-1700	07:00-17:00
420454	Stockton on Tees Christian House	Stockton-on-Tees	MR England	2nd & Part 3rd, between Cloak, Thornaby	1717 628	327.84	M-F	07:00-18:00 (M-F)	09:00-18:00
420455	Stockport 18 Denway Way	Stockport	MR England	8th & 9th Floor, 18 Denway Way	361 796	279.71	M-F	0900-1900	0900-1700
420456	Harford Madbury House	Harford	London and Home Counties	2nd Floor East Wing, 22-26 Station Road	860 272	387.86	M-F	0900-1900	0900-1700
420457	Collier 39 St Albans	Collier	South	Part 1, 2 & 3 St Albans	201 257	733.40	M-F	0900-1900	0900-1700
420458	Hexcliffe 30-32 Hex	Hexcliffe	MR England	Part 1 & 2, Part 1st Floor, Impact Fabric Road, Gashforth	461 817	1,968.00	M-F	07:00-19:00 (Su-F) 09:00-17:00 (Sa)	0900-1700
420459	Hexcliffe 2 Barton Taylor Street	Hexcliffe	South	Part 2nd Floor, 2 Barton Taylor Street	471 723	176.13	M-F	0900-1700 (Su, Tu, W, Th, F) 1800-1400 (W)	09:00-14:00
420460	Hexfield 45 St Owen Street	Hexfield	Central	45th Floor, 45 St Owen Street	480 121	143.81	M-F	0700-1700	09:00-17:00
420461	Haxby Park Tower	Haxby	MR England	Part 1st Floor, Haxby Street	1724 792	177.44	M-F	07:00-18:00	0900-1700
420462	Hillborough Anglia House	Hillborough	South	Lady Louisa Street	530 408	684.00	M-F	0700-1800	0900-14:00
420463	Orby Southgate Retail Park	Orby	Central	8th Floor, Unit 7, Northgate Road	2823 642	233.74	M-F	07:00-18:00	09:00-17:00
420464	Crepton Longhouse House	Crepton	London and Home Counties	1st Floor, 1 Crepton (Orchard Road)	1209 666	962.07	M-F	0700-1900	0900-1700
420465	Claxton 111 Claxton Court	Claxton	MR England	Part 1st, 111-113 Claxton Street	1201 740	174.40	M-F	0900-1900	09:00-17:00
420466	Claxton 16 Claxton Street (2002)	Claxton	London and Home Counties	2nd & 3rd Floor, 16 Claxton Street	464 461	252.00	M-F	0900-1900	09:00-17:00
420467	Canterham Canterham Centre	Canterham	Wales	Part 2nd Floor, 3 Red Street	3617 152	541.39	M-F	09:00-17:00	09:00-17:00
420468	Manchester Albert Bridge House Bridge Street (2002)	Manchester	MR England	2nd Floor, 2nd & 3rd Floors, Bridge Street	460 947	1,418.00	M-F	0700-1900	09:00-17:00 (Su-F) 09:00-17:00 (Sa)
420469	Manchester 1st Floor Union Street	Manchester	South	484 Union Street	4210 173	204.86	M-F	07:00-18:00	09:00-17:00
420470	Marple Queens Building	Marple	Central	Rafter Street	380 224	480.00	M-F	0900-1700	N/A
420471	Marple Chapeltown JCP (and 72799)	Marple	MR England	Chapeltown Station Road/Chapeltown	315 203	36.00	M-F	0900-1700	At Risk
420472	Medfield Administration	Medfield	Central	North Westwood District Council, Medfield Street, STAFFORD, Stoke-on-Trent	3634 727	224.46	M-F	0900-1900	0900-1700
420473	Middleton 1st Floor 2002 Office Town Hall	Middleton	South	2002 Office	208 176	76.00	M-F	0900-1900	09:00-17:00
420474	Milnerton 1st and 2nd Floor 2002 Office Council Health Ad	Milnerton	Central	College Health Road	4708 537	26.00	M-F	0700-1900	0900-1700 (Su, Tu, W, Th, F) 1800-14:00 (W)
420475	Market Harborough The Synagogue Building	Market Harborough	Central	Adrian and Rose Street	1210 740	83.34	M-F	07:00-19:00	0900-1700 (Su, Tu, Th, F) 1800-17:00 (W)
420476	Nestonborough West 1 Ladies District Council (outdoor Menzies Yard)	Nestonborough	Central	Menzies Yard	2827 294	180.00	M-F	0900-1900	0900-1700
420477	Newton Enterprise Centre	Newton	Central	Bankend Business Park	8716 426	47.20	M-F	0900-1900	At Risk
420478	Northfield Operatives Centre Pavilion	Northfield	MR England	2 Parkington Close	46 591	1,190.00	M-F	07:00-19:00	0900-1700 (Su, Tu, Th, F) 1800-17:00 (W)
420479	North Valley 1st Floor Road 100	North Valley	MR England	77-77 (1999) ROAD	466 470	60.00	M-F	07:00-19:00	0900-1700 (Su, Tu, Th, F) 1800-17:00 (W)
420480	North Valley 2nd Floor 2002 Office Road	North Valley	Central	Castle Street	469 149	74.40	M-F	07:00-19:00	09:00-17:00
420481	Arncliffe Civic Centre Arncliffe Park Nottingham	Arncliffe	Central	Arncliffe Park	460 617	182.00	M-F	0700-1700	09:00-17:00
420482	Attercliffe The Council House South Street	Attercliffe	Central	Attercliffe	1219 126	171.00	M-F	0700-1900	0900-1700 (Su, Tu, Th, F) 1800-17:00 (W)
420483	Attercliffe 1st Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420484	Attercliffe 2nd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420485	Attercliffe 3rd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420486	Attercliffe 4th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420487	Attercliffe 5th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420488	Attercliffe 6th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420489	Attercliffe 7th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420490	Attercliffe 8th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420491	Attercliffe 9th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420492	Attercliffe 10th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420493	Attercliffe 11th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420494	Attercliffe 12th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420495	Attercliffe 13th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420496	Attercliffe 14th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420497	Attercliffe 15th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420498	Attercliffe 16th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420499	Attercliffe 17th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420500	Attercliffe 18th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420501	Attercliffe 19th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420502	Attercliffe 20th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420503	Attercliffe 21st Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420504	Attercliffe 22nd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420505	Attercliffe 23rd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420506	Attercliffe 24th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420507	Attercliffe 25th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420508	Attercliffe 26th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420509	Attercliffe 27th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420510	Attercliffe 28th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420511	Attercliffe 29th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420512	Attercliffe 30th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420513	Attercliffe 31st Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420514	Attercliffe 32nd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420515	Attercliffe 33rd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420516	Attercliffe 34th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420517	Attercliffe 35th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420518	Attercliffe 36th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420519	Attercliffe 37th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420520	Attercliffe 38th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420521	Attercliffe 39th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420522	Attercliffe 40th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420523	Attercliffe 41st Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420524	Attercliffe 42nd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420525	Attercliffe 43rd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420526	Attercliffe 44th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420527	Attercliffe 45th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420528	Attercliffe 46th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420529	Attercliffe 47th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420530	Attercliffe 48th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420531	Attercliffe 49th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420532	Attercliffe 50th Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420533	Attercliffe 51st Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	0900-1700
420534	Attercliffe 52nd Floor Office Chapel Street	Attercliffe	Wales	1700-1700 County Council Chapel Street	1246 580	45.00	M-F	07:00-19:00	

Appendix 4 – Mobilisation Plan

[REDACTED]

Appendix 5 – Remedial Work Response Times

1 Introduction

The over-riding principle here is for the Supplier to work with the Authority to maintain business continuity and to avoid non-availability of either part or the whole of the building without compromising safety.

2 Priority 1: Critical

2.1 Critical Remedial works will have the following or similar characteristics:

2.1.1 Imminent risk of danger to persons

2.1.2 Imminent risk of full or partial loss of a building

2.1.3 Health and safety or statutory impact, dangerous property or plant conditions

2.1.4 Health and safety or statutory impact; dangerous property or plant conditions likely to increase rapidly without intervention

2.2 The Supplier will take immediate steps to make safe by the technician on site ensuring that any technician is a competent person in relation to the work being carried out.

2.3 Where reasonably practicable, the Supplier will conduct an initial fix within 24 hours of the PPM Task being carried out to enable operations at the site to continue. Where the technician cannot ensure continued operations, the Authority and/or the Supply Chain Integrator's incident management protocols will be adopted. The Supplier will inform Supply Chain Integrator helpdesk and pass over responsibility for ongoing actions associated with supporting ongoing operations to the Supply Chain Integrator.

2.4 Where works do not need approval, the Supplier will aim to Complete works as soon as possible but in any case within 5 Working Days, subject to lead times for materials and parts. The Supplier will take all possible steps to reduce potential risk and will advise the Authority of the intended date of Completion.

2.5 If approvals are required, as soon as reasonably practicable but in any case within 5 Working Days, the Supplier will provide an indicative costed proposal for rectification of the situation

3 Priority 2: Urgent

- 3.1 Urgent Remedial works will have the following or similar characteristics:
 - 3.1.1 Material adverse effect upon the Authority's business
 - 3.1.2 An area(s) or part(s) of one of the properties is not available
 - 3.1.3 Health and safety or statutory impact; dangerous property or plant conditions if building use continues but no imminent danger to persons
 - 3.1.4 Typically, impacts on many staff and/or multiple business areas
- 3.2 The Supplier will take steps as to attend site and to make safe as soon as reasonably practical and no later than the next working day by a competent person in relation to the work being carried out.
- 3.3 Where reasonably practicable The Supplier will conduct an initial fix within 24 hours of the PPM Task being carried out to enable operations at the site to continue. Where the technician cannot ensure continued operations, the Authority and/or the Supply Chain Integrator's incident management protocols will be adopted. The Supplier will inform Supply Chain Integrator helpdesk and pass over responsibility for ongoing actions associated with supporting ongoing operations to the Supply Chain Integrator.
- 3.4 Where works do not need approval, the Supplier will aim to complete works as soon as possible but in any case within 5 Working Days, subject to lead times for materials and parts. The Supplier will take all possible steps to reduce potential risk and will advise the authority of the intended date of Completion. If approvals are required, as soon as reasonably practicable but in any case within 5 Working Days, the Supplier will provide an indicative costed proposal for rectification of the situation

4 Priority 3: Important

- 4.1 Important Remedial works will have the following or similar characteristics:
 - 4.1.1 Adversely affects the Authority's business or ability to provide a safe, suitable and comfortable environment for staff, customers and visitors
 - 4.1.2 Constitutes a compliance failure or imminent risk but no immediate risk to either health and safety, buildings or assets

- 4.2 If necessary, the Supplier will take steps to attend site and to make safe as soon as reasonably practical and no later than the next working day by the technician on site ensuring that any technician is a competent person in relation to the work being carried out.
- 4.3 Within 5 Working Days The Supplier will provide an indicative costed proposal for rectification of the situation.
- 4.4 Where works do not need approval they will be immediately programmed for delivery in the following calendar month, subject to lead-in times for materials and parts if material or parts are not available the Supplier shall take necessary steps to reduce potential risk and advise the Authority of a revised date for Completion. The Supplier will take all possible steps to reduce potential risk and will advise the Authority of the intended date of Completion.

5 Priority 4: Routine

- 5.1 Routine Remedial works will have the following or similar characteristics:
 - 5.1.1 No noticeable impact on the Authority's business or ability to provide a safe, suitable and comfortable environment for staff, customers and visitors
 - 5.1.2 Constitutes no current compliance failure but is a recommendation to ensure compliance and safety in the future
- 5.2 Within 5 Working Days of the end of the calendar month, the Supplier will provide a programme for full rectification of the situations, which will include an indicative costed proposal for rectification of the situation.
- 5.3 These Remedial Works which will broadly be advisory in nature will be presented to and approved by the Authority before works take place in accordance with Schedule 2.1 (Services Description).

Part 2.2 – Performance Levels

Part A – Performance Indicators

1 Definitions

The following terms shall apply in this Schedule 2.2 (Performance Levels):

“**KPI Failure**” has the meaning given in Paragraph 3.2 of Part A of this Schedule;

“**Performance Monitoring Report**” has the meaning given in Paragraph 1.1 of Part B of this Schedule;

“**Relevant PPM Plan**”:

- (a) until such time as the Optimised PPM Plan is approved by the Authority pursuant to Clause 7.7 (PPM Plans), the Legacy Services PPM Plan; or
- (b) once approved in accordance with Clause 7.7 (PPM Plans), the Optimised PPM Plan;

“**Service Credit**” a deduction from the Charges equal to service credit specified for the relevant Key Performance Indicator in Annex 1 (Key Performance Indicators) to this Schedule; and

“**Target Performance Level**”:

[REDACTED]

2 Performance Indicators

2.1 Annex 1 sets out the Key Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier from the Full Service Commencement Date.

2.2 The Supplier shall monitor its performance against each Key Performance Indicator and shall detail in the Performance Monitoring Report the level of service actually achieved in accordance with Part B of this Schedule.

2.3 Service Credits shall accrue in relation to any KPI Failure and shall be calculated in accordance with Paragraph 3.

3 **Service Credits**

- 3.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Credits shall be applied in such Service Period in respect of that Key Performance Indicator.

- 3.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator (a “**KPI Failure**”), Service Credits shall accrue in respect of that Key Performance Indicator as set out in Annex 1 (Key Performance Indicators).

- 3.3 The Authority shall use the Performance Monitoring Report, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

Part B – Performance Monitoring

1 Performance monitoring report

- 1.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the “**Performance Monitoring Report**”).
- 1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information in respect of the Service Period just ended:
 - 1.2.1 the applicable Target Performance Level;
 - 1.2.2 for each Key Performance Indicator:
 - (i) the actual performance required pursuant to the Relevant PPM Plan or relevant Remedial Works Programme (as applicable) in such Service Period in order to meet the applicable Target Performance Level; and
 - (ii) the actual performance achieved over such Service Period;
 - 1.2.3 the Service Credits to be applied, indicating the KPI Failure to which the Service Credits relate;
 - 1.2.4 relevant particulars of any KPI Failure and any action the Supplier will be taking to ensure the Target Performance Levels are achieved in subsequent Service Periods; and
 - 1.2.5 any other information as the Authority may reasonably require from time to time in respect of the Supplier’s performance against the Key Performance Indicators.
- 1.3 The Performance Monitoring Report shall be reviewed and its contents agreed by both Parties at the next meeting of the PR Group held pursuant to Part B of Schedule 8.1 (Governance).

- 1.4 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any the content of the Performance Monitoring Report and any KPI Failure as it may reasonably require.

2 Performance Records

- 2.1 The Supplier shall keep appropriate documents and records (including staff records, timesheets, training programmes, staff training records, goods received documentation, complaints received etc.) in relation to the Services being delivered to maintain appropriate documents and records and such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier from the Full Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 2.2 The Supplier shall ensure that the Performance Monitoring Report and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

Annex 1 – Key Performance Indicators

[REDACTED]

Part 2.3 – Standards

- 1 The guidance provided in the SFG20 Maintenance Task Schedules (with coding to align to SFG 2019) as published by the Building Engineering Services Association at the date of contract execution, unless a variant requirement is agreed by the Parties.

- 2 Where the Supplier reasonably believes that an activity required as part of the Service is not covered by the guidance in the SFG20 Maintenance Task Schedules, the Supplier shall promptly notify the Authority, providing reasonable evidence, and propose an alternative standard that meets the requirements of statute, associated guidelines and codes of practice or an equivalent level of standard. Such alternative standard shall apply as supplemented or caveated by the Authority (acting reasonably).

Part 2.4 – Security Management

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Authority Security Policy” the security policies set out at <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>;

“Baseline Security Requirements” means the requirements set out in Annex 1 to this Schedule 2.4 (Security Management);

“Breach of Security” the occurrence of:

- a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Supplier in connection with this Agreement; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement,

in either case as more particularly set out in the Service Description and the Baseline Security Requirements;

2 Introduction

2.1 This Schedule is supplemental to the Service Description. If the Supplier becomes aware of any conflict between the requirements of this Schedule and any element of the Service Description the Supplier shall notify the Authority Representative immediately of such conflict and the Authority Representative shall, as soon as practicable, notify the Supplier which provision the Supplier shall comply with.

2.2 The Parties shall each appoint a member of the PR Group to be responsible for security. The initial member of the PR Group appointed by the Supplier for such purpose shall be the person named as such in Schedule 9.2 (Key Personnel).

- 2.3 The Authority shall clearly articulate its high level security requirements so that the Supplier can ensure that the security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Authority Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Authority Data remains under the effective control of the Supplier at all times.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Authority.
- 2.7 The Authority and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties.

3 Security Compliance

- 3.1 The Authority shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the Supplier Solution and provision of the Service maintains compliance with the specific security requirements set out in the Service Description and the Baseline Security Requirements and that the Supplier is working towards compliance with the principles and practices of ISO 27001.
- 3.2 If, on the basis of evidence provided by such audits, it is the Authority's reasonable opinion that compliance with the specific security requirements set out in the Service Description and/or the Baseline Security Requirements is not being achieved by the Supplier or that the Supplier is not working towards compliance with the principles and practices of ISO/IEC 27001, then the Authority shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement any necessary remedy. If the Supplier does not become compliant to the required level

within the required time then the Authority shall have the right to obtain an independent audit against these standards in whole or in part.

- 3.3 If, as a result of any such independent audit as described in Paragraph 3.2 the Supplier is found to be non-compliant with the specific security requirements set out in the Service Description and/or the Baseline Security Requirements or is not working towards compliance with the principles and practices of ISO/IEC 27001, then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary level of compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit.
- 3.4 The Supplier shall ensure that the provision of the Services is compliant with the Authority Security Policy.

4 Breach of Security

- 4.1 Either Party shall notify the other promptly upon becoming aware of any Breach of Security or attempted Breach of Security.
- 4.2 Upon becoming aware of any of the circumstances referred to in Paragraph 4.1, the Supplier shall:
- 4.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:
- (i) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (ii) remedy such Breach of Security to the extent possible and protect the integrity of the IT Environment to the extent within its control against any such Breach of Security or attempted Breach of Security;
- 4.2.2 apply a tested mitigation against any such Breach of Security or attempted Breach of Security and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to deliver the Services so as to meet the requirements of the Service Description, the Supplier shall be granted relief against any resultant under-performance for such period as the Authority, acting reasonably, may specify by written notice to the Supplier;

- 4.2.3 prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure; and
 - 4.2.4 supply any requested data to the Authority or the Computer Emergency Response Team for UK Government (GovCertUK) on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - 4.2.5 as soon as reasonably practicable provide to the Authority full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.
- 4.3 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 Supplier's provision of the Service with the Baseline Security Requirements or security requirements (as set out in the Service Description) or the requirements of this Schedule, then any required change to the Service shall be at no cost to the Authority.

5 Vulnerabilities and Corrective Action

- 5.1 The Authority and the Supplier acknowledge that from time to time vulnerabilities in the IT Environment will be discovered which unless mitigated will present an unacceptable risk to the Authority's Information.
- 5.2 The severity of threat vulnerabilities shall be categorised by the Supplier as Critical, Important and Other.
- 5.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as Critical within 14 days of release, Important within 30 days of release and all Other within 60 Working Days of release, except where:
 - 5.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

- 5.3.2 the application of a Critical or Important security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or
 - 5.3.3 the Authority agrees a different maximum period after a case-by-case consultation with the Supplier.
- 5.4 The Supplier shall:
- 5.4.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 5.4.2 ensure that the IT Environment (to the extent that the IT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 5.4.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the IT Environment by actively monitoring the threat landscape during the Term;
 - 5.4.4 pro-actively scan the IT Environment (to the extent that the IT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities;
 - 5.4.5 propose interim mitigation measures to vulnerabilities in the IT Environment known to be exploitable where a security patch is not immediately available;
 - 5.4.6 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier Solution and IT Environment); and
 - 5.4.7 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment and provide initial indications of possible mitigations.
- 5.5 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under Paragraph 5.3, the Supplier shall immediately notify the Authority.

Annex 1: Baseline Security Requirements

Higher Classifications

- 1 The Supplier shall not handle Authority information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Authority.

End User Devices

- 2 When Authority data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group (“**CESG**”) to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“**CPA**”), or the Supplier must demonstrate that they are working to this standard.
- 3 Devices used to access or manage Authority data and services must be under the management authority of Authority or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a known good state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance ([https://www.gov.uk/government/collections/end-user-devices-security-guidance- -2](https://www.gov.uk/government/collections/end-user-devices-security-guidance--2)), or the Supplier must demonstrate that they are working to this standard. Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Authority.

Data Processing, Storage, Management and Destruction

- 4 The Supplier and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Authority information will be subject to at all times.

- 5 The Supplier shall agree any change in location of data storage, processing and administration with the Authority in advance where the proposed location is outside the UK. Such approval shall not be unreasonably withheld or delayed unless specified otherwise in this Agreement and provided that storage, processing and management of any Authority information is only carried out offshore within:
 - 5.1 the European Economic Area (EEA);
 - 5.2 in the US if the Supplier and or any relevant Subcontractor have signed up to the US-EU Privacy Shield;
 - 5.3 or in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission.

- 6 The Supplier shall:
 - 6.1 provide the Authority with all Authority Data on demand in an agreed open format;
 - 6.2 have documented processes to guarantee availability of Authority Data in the event of the Supplier ceasing to trade;
 - 6.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and
 - 6.4 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority.

Networking

- 7 The Authority requires that any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan- government accredited encrypted networking services via the Public Sector Network (PSN) framework (which makes use of Foundation Grade certified products).

- 8 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

Personnel Security

- 9 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 10 The Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as SC) including system administrators with privileged access to IT systems which store or process Authority Data.
- 11 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Authority Data except where agreed with the Authority in writing.
- 12 All Supplier Personnel that have the ability to access Authority Data or systems holding Authority Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Authority in writing, this training must be undertaken annually.
- 13 Where the Supplier or Sub-Contractors grants increased IT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within 1 Working Day.

Identity, authentication and access control

- 14 The Supplier shall operate an access control regime to ensure all users and administrators of the Supplier Solution are uniquely identified and authenticated when accessing or administering the Services. Applying the principle of least privilege, users and administrators shall be allowed access only to those parts of the Supplier Solution they require. The Supplier shall retain an audit record of accesses.

Audit and Monitoring

- 15 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to

facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

- 15.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the IT Environment (to the extent that the IT Environment is within the control of the Supplier). To the extent the design of the Detailed Solutions and Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 15.2 Security events generated in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and shall include: privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 16 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the IT Environment.
 - 17 The Supplier shall retain audit records collected in compliance with Paragraph 15 for a period of at least 6 months.

Part 2.5 – Insurance Requirements

1 OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time. Such terms and conditions shall not include any term or condition to the effect that the Supplier must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930 or the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930 as amended by the Insolvency (Northern Ireland) Order 1989.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
- 1.3.1 reputable
 - 1.3.2 to whom no other party has reasonable objection
 - 1.3.3 lawfully carrying on such insurance business in the United Kingdom
 - 1.3.4 of good financial standing;
 - 1.3.5 appropriately regulated;
 - 1.3.6 regulated by the applicable regulatory body and is in good standing with that regulator; and
 - 1.3.7 except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.

- 1.4 The Supplier shall immediately inform the Authority if any of the Insurances cease to be available at rates and on terms that the Supplier considers to be commercially reasonable. Any increased or additional premium required by insurers by reason of the Supplier's own claims record or other acts, omissions, matters or things particular to the Supplier is deemed to be within commercially reasonable rates.
- 1.5 Nothing in this Schedule relieves the Supplier from any of its obligations and liabilities under this Agreement.

2 GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Agreement, the Supplier shall:
- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 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 FAILURE TO INSURE

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

4 EVIDENCE OF INSURANCES

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

5 CANCELLATION

5.1 Subject to Paragraph 5.2, the Supplier shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

5.2 Without prejudice to the Supplier's obligations under Paragraph 3, Paragraph 5.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

6 INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES

6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

6.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow the Authority to review such register at any time.

6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

6.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

6.5 The Supplier shall not without the prior written approval of the Authority settle or compromise with the insurers any claim which the Supplier may have against the insurers and which relates to a claim by the Authority against the Supplier, nor by any act or omission lose or prejudice the Supplier's right to make or proceed with such a claim against the insurers.

7 INSURANCE CLAIM NOTIFICATION

7.1 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of £100,000 relating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

ANNEX 1: REQUIRED INSURANCES

PART A: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom Authority's' liability insurance and motor third party liability insurance.

PART B: ADDITIONAL INSURANCES

Third Party Public and Products Liability Insurance

1 Insured

The Supplier

2 Interest

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

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

2.1.2 loss of or damage to physical property, Plant, materials and Equipment

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3 Limit of indemnity

[REDACTED]

4 Territorial limits

United Kingdom

5 Period of insurance

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6 Cover features and extensions

6.1 Indemnity to principals clause.

7 Principal exclusions

7.1 War and related perils.

- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8 Maximum deductible threshold

[REDACTED]

Professional Indemnity Insurance

1 Insured

The Supplier

2 Interest

To indemnify the Insured in respect of a failure of the Supplier to exercise the reasonable skill and care of an appropriately qualified professional of the relevant discipline and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3 Limit of indemnity

[REDACTED]

4 Territorial limits

United Kingdom

5 Period of insurance

From the Effective Date until 12 years after the end of the Term, but subject to availability in the market at commercially reasonable rates and terms.

6 Principal exclusions

- 6.1 War and related perils.
- 6.2 Nuclear and radioactive risks.
- 6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

7 Maximum deductible threshold

[REDACTED]

Employer Liability Insurance

1 Insured

The Supplier

2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of death or bodily injury to or sickness, illness or disease contracted by any employees of the

Supplier arising out of and in the course of their employment in connection with this Agreement happening during the period of insurance (as specified in Paragraph 5).

3 Limit of indemnity

[REDACTED]

4 Territorial limits

United Kingdom

5 Period of insurance

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6 Principal exclusions

6.1 War and related perils.

6.2 Nuclear and radioactive risks.

6.3 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

6.4 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

6.5 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

6.6 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

6.7 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

Contractors All Risks Insurance

1 Insured

The Supplier

2 Interest

To indemnify the Insured in respect of All risks of physical loss or damage to Permanent or Temporary Works (including Transit), Temporary Buildings, Constructional Plant and Equipment, Hired in Property and Employees Tools Limit of indemnity

2 Limit of indemnity

[REDACTED]

3 Territorial limits

United Kingdom

4 Period of insurance

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

5 Maximum deductible threshold

[REDACTED]

Schedule 3

Authority Responsibilities

1 Introduction

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the elsewhere in this Agreement or any other document created pursuant to this Agreement shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be Authority Responsibilities.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.
- 1.3 The parties agree that items identified in a Risk Reduction Meeting and agreed by the Authority in writing as being the Authority's Responsibility shall be added to the Authority Responsibilities.

2 Authority Responsibilities

- 2.1 The following shall be a requirement of the Authority to take all reasonable endeavours to provide:
 - 2.1.1 access to appropriate members of the Authority's staff to support the Supplier in the delivery of the Services;
 - 2.1.2 such documentation, data and other reasonable information to support the Supplier in the delivery of the Services;
 - 2.1.3 access or egress to people, places or things as agreed, and the use of the Authority Premises and facilities to support the Supplier in the delivery of the Services; and
 - 2.1.4 the necessary access to the Authority's IT systems to support the Supplier in the delivery of the Services.

2.2 The following are deemed to be Authority Responsibilities that may have a material effect on the Supplier's ability to perform the Services and the Authority shall take all reasonable endeavours to prevent:

2.2.1 an omission or default of the Authority, the Supply Chain Integrator, or any employee, contractor (save for the Supplier) or agent of the Authority;

2.2.2 a failure of the Supply Chain Integrator or an Authority Supply Chain Member or a supplier (save for the Supplier) employed by the Authority to:

(i) provide information required by Law;

(ii) be in delay in carrying out of work; or

(iii) comply with its obligations under their respective contracts.

2.3 Subject at all times to the express provisions set out in this Agreement, in relation to any Authority Responsibility, the Supplier shall be entitled to:

2.3.1 such additional time as agreed by the Authority (acting reasonably) to perform the Services; and

2.3.2 any additional reasonable cost as agreed by the Authority (acting reasonably) to perform the Services,

in each case save to the extent that an Authority Responsibility is caused, or contributed to, by any act, default or omission on the part of the Supplier or any employee, contractor or agent of the Supplier and there shall be no double counting between any Authority Responsibility and any claim made by or on behalf of the Supplier in relation to an Authority Responsibility.

Schedule 4

Supplier Matters

Part 4.1 - NOT USED

Part 4.2 – Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1	29/11/2019	Method Statements/Service Delivery Plans (not including PPM plan(s)/schedule(s), remedial programme(s)/schedule(s), status reports and any information uploaded to or contained within Vx Maintain or other systems operated by the Supply Chain Integrator.	A period of three (3) years following Termination or Expiry
2	29/11/2019	The Suppliers Solution	A period of three (3) years following Termination or Expiry
3	29/11/2019	The Supplier's know-how	A period of three (3) years following Termination or Expiry
4	29/11/2019	Pricing documents submitted by the Supplier including Price Matrix	A period of three (3) years following Termination or Expiry
5	29/11/2019	Financial documents for ad-hoc activities defined in the Call-Off Contract as Work Orders, Small Works or Projects	A period of three (3) years following Termination or Expiry
6	29/11/2019	Information relating to Supplier Profit and Supplier Profit Margin	A period of three (3) years following Termination or Expiry
7	29/11/2019	Any Open Book Data, financial or performance information shared with the Authority	A period of three (3) years following Termination or Expiry
8	29/11/2019	The Supplier's self-audit findings (not including findings associated with the development of the PPM plan(s)/schedule(s), remedial programme(s)/schedules and asset information. the	A period of three (3) years following Termination or Expiry
9	29/11/2019	Variation Form and supporting documents for Variations	A period of three (3) years following Termination or Expiry
10	29/11/2019	Those redacted parts of Sub-Contracts and Key Sub-Contracts	A period of three (3) years following Termination or Expiry
11	29/11/2019	Documents that would be included in the above list (taking account of the exclusions) shared or obtained	A period of three (3) years following

		by the Authority in conducting its audit rights	Termination or Expiry
12	29/11/2019	Method Statements/Service Delivery Plans (not including PPM plan(s)/schedule(s), remedial programme(s)/schedule(s), status reports and any information uploaded to or contained within Vx Maintain or other systems operated by the Supply Chain Integrator.	A period of three (3) years following Termination or Expiry

Part 4.3 – Notified Key Sub-Contractors

- 1 In accordance with Clause 13.7 (Appointment of Key Sub-contractors), the Supplier is entitled to sub-contract its obligations under this Agreement to the Key Sub-contractors listed in the table below.

- 2 The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

Key Sub-contractor name and address (if not the same as the registered office)	Sub-office and company number	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in delivery of the Services

Part 4.4 – Third Party Contracts

- 1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.

- 2 The Supplier shall be entitled to update this Schedule in accordance with Clause 13.5 (Appointment of Sub-contractors).

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description

Schedule 5

NOT USED

Schedule 6

NOT USED

Schedule 7

Financial Matters

Part 7.1 – Charges and Invoicing

[REDACTED]

PART A: PRICING MECHANISMS

[REDACTED]

PART B: INVOICING AND PAYMENT TERMS

1 APPLICATION FOR PAYMENT AND INVOICING PROCESS

- 1.1 This Paragraph 1 of Part B applies to all applications for payment other than an application for payment pursuant to the Final Reconciliation Report.
- 1.2 An application for payment in relation to the Service Charges can be submitted by the Supplier after the end of the previous month and no later than 5 Working Days after the end of each month (the “**Application Date**”).
- 1.3 Notwithstanding any other provision of this Schedule 7.1:
- 1.3.1 the **Due Date for Payment** for the purposes of the Housing Grants, Construction and Regeneration Act 2009 (the “**Construction Act**”) shall be the Application Date;
 - 1.3.2 not later than five (5) calendar days after the Due Date for Payment, the Authority and/or the Supply Chain Integrator shall issue a certificate to the Supplier setting out the sum which the Authority considers is due to the Supplier in respect of the relevant AFP as at the Due Date for Payment (the “**notified sum**”);
 - 1.3.3 the **Final Date for Payment** for the Construction Act shall be thirty (30) calendar days after the Due Date for Payment; and
 - 1.3.4 if the Authority wishes to pay less than the notified sum, it shall no later than one Working Day before the Final Date for Payment, issue a pay less notice.
- 1.4 Applications shall be in the format of Annex1: Pricing Tables (or otherwise to be agreed with the Authority) and be supported with all necessary and required information.
- 1.5 The Supplier shall ensure that all applications for payment are accompanied by:
- 1.5.1 a statement by the Supplier of the amount considered to be due and the basis upon which it is calculated including:
 - (i) a description of the Services provided in the relevant month;
 - (ii) the dates on which such Services were performed;

- (iii) in relation to PPM Tasks and Remedial Works carried out in the relevant month, evidence that the relevant PPM Tasks and Remedial Works have been achieved;
 - (iv) the Supplier's calculation of the Charges relating to such Services calculated in accordance with Part A of this Schedule 7.1;
- 1.5.2 details of any VAT or other sales tax payable in respect of the Charges;
- 1.5.3 reference to any reports required by the Authority in respect of the Services to which the Services Charges detailed on the application for payment relate (or in the case of reports issued by the Supplier for Approval by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
- 1.6 Subject to the time periods set out in paragraph 1.3 of this Part B of Schedule 7.1, on receipt of and no later than the following Working Day after receipt of the Supplier's application for payment, the Supply Chain Integrator the Supplier and the Authority shall commence the following process to agree the monthly application for payment, Working Day 0 being the day immediately following receipt of the Suppliers application for payment (AFP) by the Authority and the Supply Chain Integrator:
 - 1.6.1 **Working Day 0:** - Supplier submits the AFP / cut-off remedial works submission. NB: Working Day 0 is usually the Working Day directly following the receipt of the AFP. The AFP relates to the Services undertaken during the previous month.
 - 1.6.2 **Working Day 1** – the Supply Chain Integrator undertakes initial review of the AFP.
 - 1.6.3 **Working Day 2 (AM)** – Supply Chain Integrator and the Supplier hold a conference call to discuss queries, clarifications and any requests for additional supporting documentation required to verify the AFP.
 - 1.6.4 **Working Day 2 (PM)/Working Day 3** – Supplier provides all information, responds to queries and/or clarifications to enable the Supply Chain Integrator to complete the validation of the AFP.

- 1.6.5 **Working Day 3 (COB)** – the Supply Chain Integrator issues AFP with notes to date, identifying in-flight validations to the Authority in advance of the Working Day 4.
- 1.6.6 **Working Day 4 (AM)** – the Supply Chain Integrator continues with the evaluation of the AFP.
- 1.6.7 **Working Day 4 (PM)** – the Supply Chain Integrator and the Authority (representatives from finance, commercial and the estates teams) hold a conference call to review the validation of the AFP the Supply Chain Integrator has undertaken. The Authority advises the Supply Chain Integrator of any further queries, clarifications and validation requirements.
- 1.6.8 **Working Day 5 (Noon)** – the Supply Chain Integrator issues a Charges Due Notice (“**CDN**”) including all backing information (AFP, validation checklist, remedial / reactive work order listing) to the Authority to sign-off by the relevant Authority representative.
- 1.6.9 **Working Day 5 (COB)** – the Authority returns the approved CDN to the Supply Chain Integrator to issue to the Supplier and the costs loaded on to VX Maintain for it to be transferred to Premonition overnight.
- 1.6.10 **Working Day 6 (AM)** – the Supplier receives an invite to upload their invoice from Premonition after which it is transferred for payment in accordance with 1.12 below.
- 1.7 On completion of the process outlined above the Authority shall issue a notice to the Supplier stating the amount that it considers to be due and the basis on which it has calculated the Charges Due Notice.¹
- 1.8 The amount due to the Supplier in respect of the Service Charge:
 - 1.8.1 shall be the amount stated in the Authority’s Charges Due Notice; or
 - 1.8.2 where the Authority has not issued a Charges Due Notice pursuant to paragraph 6, shall be the amount stated in the Supplier’s application under paragraph 5.

- 1.9 If the Authority (or the Supplier) intends to pay less than the sum stated in the Charges Due Notice or the amount stated in the Supplier's application for payment, it may issue a notice no later than the date which is five days before the Final Date for Payment for such Service Charge stating the amount which it considers to be due on the date of such notice and the basis upon which it is calculated.
- 1.10 No sooner than:
- 1.10.1 the date of deemed receipt of the Authority's Charges Due Notice; or
 - 1.10.2 where no Charges Due Notice is received by the Supplier in accordance with Paragraph 1.6, 15 Calendar Days after deemed receipt of the Supplier's application in accordance with Paragraph 1.2,
- the Supplier may submit an invoice for the Notified Sum.
- 1.11 The Supplier shall ensure that all invoices are accompanied by:
- 1.11.1 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
 - 1.11.2 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 1.12 Any invoice shall be cross referenced to the application to which it relates and shall be submitted to:
- The Finance Controller, DWP Estates, Department for Work and Pensions,
Commercial Directorate – the address shall be provided during the Scoping Period
- with a copy to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 1.13 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing. Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice. Subject to the relevant provisions of this Schedule 7.1, the Authority shall make payment to the Supplier as soon as practical and no later than within 30 days from the Due Date for Payment. Subject to

the Authority being in receipt of a valid invoice at its nominated address for invoices being received.

- 1.14 The Authority shall regard an invoice as valid only if it complies with the provisions of this Schedule 7.1. Where any invoice does not conform to the Authority's requirements set out in this Schedule 7.1, the Authority shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 1.15 The Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate any invoice.
- 1.16 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

2 FINAL RECONCILIATION REPORT

- 2.1 Within 6 months of the end of the Termination Assistance Period (or if there is none, the end of the Term), the Supplier shall submit to the Authority its Final Reconciliation Report in accordance with Paragraph 2.2 of this Part B [and Schedule 7.5].
- 2.2 The Final Reconciliation Report shall set out any outstanding amounts that the Supplier considers to be due to it or to the Authority (as the case may be) and the basis upon which it is calculated (the **"Supplier Final Account Balance"**), which shall include evidence of:
 - 2.2.1 the aggregate Charges charged by the Supplier in providing the Services under this Agreement; and
 - 2.2.2 total payments made by the Authority in respect of the Services.
- 2.3 Within 3 months of receipt by the Authority of the Final Reconciliation Report, or where no Final Reconciliation Report is received from the Supplier at any time after the Final Reconciliation Report should have been received, the Authority shall submit to the Supplier its assessment of the amount that it considers to be due to the Supplier or to the Authority (as the case may be) and the basis upon which it is calculated (the **"Authority Final Account Balance"**).
- 2.4 Subject to Paragraph 2.7, the amount due to the Supplier or the Authority (as the case may be) shall be the amount stated in the Authority Final Account Balance.

- 2.5 In the absence of submission by the Authority of an Authority Final Account Balance by the time required by Paragraph 2.3, and subject to Paragraph 2.7, the amount due to the Supplier or the Authority in respect of the Final Reconciliation Report shall be the Supplier Final Account Balance.
- 2.6 The due date for payment of the Authority Final Account Balance or the Supplier Final Account Balance (as the case may be) is 3 months after receipt of the Final Reconciliation Report. The final date for payment of such sum is the date which is 3 months after the date on which an invoice for the Authority Final Account Balance or the Supplier Final Account Balance (as the case may be) was submitted.
- 2.7 If the Authority or the Supplier (as the case may be) intends to pay less than the Authority Final Account Balance or the Supplier Final Account Balance (as the case may be), it may issue a notice no later than five days before the due date for payment for such Authority Final Account Balance or the Supplier Final Account Balance (as the case may be) stating the amount which it considers to be due on the date of such notice and the basis upon which it is calculated.
- 2.8 No sooner than 6 Working Days after the due date, the Supplier (or the Authority as the case may be) may submit an invoice for the Authority Final Account Balance or the Supplier Final Account Balance (as the case may be).
- 2.9 Subject to the relevant provisions of this Schedule, the Authority or the Supplier (as the case may be) shall make payment of the Authority Final Account Balance or the Supplier Final Account Balance (as the case may be) to the Supplier or to the Authority (as the case may be) by the final date for payment.
- 2.10 Either Party may refer a dispute as to the amount due to the Supplier or the Authority (as the case may be) under this Paragraph 2 to the Dispute Resolution Procedure.

3 FORECASTING OF CHARGES

- 3.1 Not less than 5 Working Days before the end of each month during the Term the Supplier shall submit a report to the Authority with a forecast of anticipated Charges for the following three months. The report shall include a breakdown of anticipated Charges for each month covered by the report, including the overall Charge anticipated for the relevant month with a breakdown of each element of the Charge and the deliverables that relate to each element of it.

ANNEX 1: PRICING TABLES

[REDACTED]

Part 7.2 – NOT USED

Part 7.3 – NOT USED

Part 7.4 – Financial Distress

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“FDE Group” means the Supplier, Key Sub-contractors and the Guarantor;

“Rating Agency” means Dun & Bradstreet or such other credit rating agency generally recognised in the United Kingdom business sector as publishing ratings of the ability of a debtor to pay interest and the likelihood of debt default.

2 DUTY TO NOTIFY

2.1 The Supplier shall promptly, and in any event within 5 Working Days, notify (or shall procure that its auditors promptly notify) the Authority in writing if any of the following occurring in respect of any FDE Group entity:

2.1.1 any material change to the relevant organisation's financial standing, including but not limited to the events set out at Paragraph 3.1;

2.1.2 any material change to the organisation that might impact on its on-going financial viability including details of the revenue replacement strategy and impact awareness on the organisation's profitability and stability where significant contracts are due to end;

2.1.3 any proposed changes to the organisational control or group structure, proposed mergers or acquisitions or proposed changes to the relevant organisation's financial viability; and/or

2.1.4 the occurrence of the downgrade in the credit rating of the relevant organisation issued by any Rating Agency.

2.2 The Authority may at any time (not more than twice in any 12 month period) request the quick ratio of any FDE Group entity. Upon receipt of such a request, the Supplier shall ensure that the Supplier's auditors, the Key Sub-contractors' auditors and/or the Guarantor's auditors (as the case may be) provide the Authority, within 10 Working Days, with written calculations of the quick ratio for the relevant FDE Group entity as at the date specified by the Authority in the request. Notwithstanding the obligation to provide the relevant quick ratios on request, the Supplier shall also ensure that that

the relevant FDE Group entity's auditors provide the Authority, within 10 Working Days of the end of each Contract Year, with written calculations of the quick ratio for the relevant FDE Group entity. For these purposes the "quick ratio" on any date means:

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

Where:

A = the value at the relevant date of all cash in hand and at the bank of the relevant FDE Group entity;

B = the value of all marketable securities held by the relevant FDE Group entity determined using closing prices on the Working Day preceding the relevant date;

C = the value at the relevant date of all account receivables of the relevant FDE Group entity; and

D = the value at the relevant date of the current liabilities of the relevant FDE Group entity.

2.3 The Supplier shall regularly monitor the credit ratings of the FDE Group entities.

3 FINANCIAL DISTRESS EVENT

3.1 The following are the events specifically required to be notified under Paragraph 2.1 (without prejudice to the Supplier's general notification duty under that Paragraph):

3.1.1 a FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

3.1.2 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

3.1.3 an FDE Group entity committing a material breach of covenant to its lenders;

- 3.1.4 a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or
- 3.1.5 any of the following:
- (i) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (ii) non-payment by an FDE Group entity of any financial indebtedness;
 - (iii) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default; or
 - (iv) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity,
- 3.1.6 and (in each case) which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Agreement.

4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.4, the Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
- 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that the other FDE Group entities shall):

- 4.3.1 at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Agreement; and
- 4.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement:
- (i) submit to the Authority for its approval, a draft Financial Distress Continuity Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and
 - (ii) to the extent that it is legally permitted to do so, provide such information relating to the FDE Group entities as the Authority may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.4 The Authority shall not withhold its approval of a draft Financial Distress Continuity Plan unreasonably. If the Authority does not approve the draft Financial Distress Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Continuity Plan, which shall be resubmitted to the Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Continuity Plan is approved by the Authority or referred to the Dispute Resolution Procedure.
- 4.5 If the Authority considers that the draft Financial Distress Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Agreement, then it may either agree a further time period for the development and

agreement of the Financial Distress Continuity Plan or escalate any issues with the draft Financial Distress Continuity Plan using the Dispute Resolution Procedure.

4.6 Following approval of the Financial Distress Continuity Plan by the Authority, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than monthly) review and make any updates to the Financial Distress Continuity Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Agreement; and

4.6.2 where updates are made to the Financial Distress Continuity Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Continuity Plan to the Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Continuity Plan; and

4.6.3 comply with the Financial Distress Continuity Plan (including any updated Financial Distress Continuity Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Continuity Plan.

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.

5 TERMINATION RIGHTS

5.1 The Authority shall be entitled to terminate this Agreement under Clause 26.1.2 (Termination by the Authority) if:

5.1.1 the Supplier is aware, or should reasonably have been aware, of a Financial Distress Event and fails to notify the Authority in accordance with Paragraph 2.1;

- 5.1.2 the Parties fail to agree a Financial Distress Continuity Plan (or any updated Financial Distress Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Continuity Plan (or any updated Financial Distress Continuity Plan) in accordance with Paragraph 4.6.3.

1 **DEFINITIONS**

In this Schedule, the following definitions shall apply:

“Audit Agents”

- (a) the Authority’s internal and external auditors;
- (b) the 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 Authority to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

“Final Reconciliation Report” the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;

“Financial Model” the latest Quarterly Contract Report or the Final Reconciliation Report, whichever has been most recently provided to the Authority in accordance with Part B;

“Financial Reports” the reports listed in the table in Paragraph 1.1 of Part B;

“Financial Representative” a reasonably skilled and experienced member of the Supplier’s staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;

“Financial Transparency Objectives” has the meaning given in Paragraph 1 of Part A;

“Open Book Data” complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable

and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;
- (b) operating expenditure relating to the provision of the Services including an analysis showing:
 - (i) the unit costs and quantity of consumables and bought-in services;
 - (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with the Supplier Personnel Rates applicable to each; and
 - (iii) a list of Costs underpinning the Supplier Personnel Rates for each manpower grade;
- (c) overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Supplier Profit achieved over the Term and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each month;

“Quarterly Contract Report” the quarterly contract report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B.

PART A: FINANCIAL TRANSPARENCY OBJECTIVES AND OPEN BOOK DATA

1 FINANCIAL TRANSPARENCY OBJECTIVES

- 1.1 The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

Understanding the Charges

- 1.1.1 for the Authority to understand any payment sought from it by the Supplier including an analysis of the Costs and the time spent by Supplier Personnel in providing the Services;
- 1.1.2 for both Parties to be able to understand the Financial Model and Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

Agreeing the impact of Change

- 1.1.3 for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;
- 1.1.4 for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

Continuous improvement

- 1.1.5 to enable the Authority to understand the time and cost requirements of the Service in more detail to assist in future arrangements; and
- 1.1.6 to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the "**Financial Transparency Objectives**").

2 OPEN BOOK DATA

- 2.1 The Supplier acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.
- 2.2 During the Term, and for a period of 7 years following the end of the Term, the Supplier shall:
 - 2.2.1 maintain and retain the Open Book Data; and
 - 2.2.2 disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

PART B: FINANCIAL REPORTS

1 **PROVISION OF THE FINANCIAL REPORTS**

1.1 The Supplier shall provide during the Term the following financial reports to the Authority, in the frequency specified below:

Financial Report	When to be provided
Quarterly Contract Report	Within 1 month of the end of each Quarter
Final Reconciliation Report	A draft to be provided within 3 months of the end of the Term. Final report to be provided within 6 months after the end of the Term

1.2 The Supplier shall provide to the Authority the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Effective Date for the purposes of this Agreement. The Authority shall be entitled to modify the template for any Financial Report by giving written notice to the Supplier, including a copy of the updated template.

1.3 A copy of each Financial Report shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

1.4 Each Financial Report shall:

1.4.1 be completed by the Supplier using reasonable skill and care;

1.4.2 incorporate and use the same defined terms as are used in this Agreement;

1.4.3 quote all monetary values in pounds sterling;

1.4.4 quote all Costs as exclusive of any VAT; and

1.4.5 quote all Costs and Charges based on current prices.

1.5 The Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:

1.5.1 being accurate and not misleading;

- 1.5.2 having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
 - 1.5.3 being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and
 - 1.5.4 compliant with the requirements of Paragraph 1.6.
- 1.6 The Supplier shall:
- 1.6.1 prepare each Financial Report using the same methodology as that used for the Financial Model;
 - 1.6.2 ensure that each Financial Report is a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
 - 1.6.3 the Final Reconciliation Report is a true and fair reflection of the Costs; and
 - 1.6.4 not have any other internal financial model in relation to the Services inconsistent with the Financial Model.
- 1.7 During the Term, and for a period of 18 months following the end of the Term, the Supplier shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Financial Reports and/or Open Book Data.

2 Discussion of Quarterly Contract Reports and Final Reconciliation Report

- 2.1 Following the delivery by the Supplier of each Quarterly Contract Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.
- 2.2 Following the delivery by the Supplier of the Final Reconciliation Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

3 Key Sub-contractors

- 3.1 The Supplier shall, if requested by the Authority, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.
- 3.2 Without prejudice to Paragraph 1.1 of Part C, the Supplier shall:
- 3.2.1 be responsible for auditing the financial models/reports of its Key Sub-contractors and for any associated costs and expenses incurred or forecast to be incurred; and
- 3.2.2 on written request by the Authority, provide the Authority or procure that the Authority is provided with:
- (i) full copies of audit reports for the Key Sub-contractors. The Authority shall be entitled to rely on such audit reports; and
 - (ii) further explanation of, and supporting information in relation to, any audit reports provided.

PART C: AUDIT RIGHTS

1 AUDIT RIGHTS

- 1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Agreement, including for the following purposes:
- 1.1.1 to verify the integrity and content of any Financial Report;
 - 1.1.2 to verify the accuracy of the Charges and any other amounts payable by the Authority under this Agreement (and proposed or actual variations to such Charges and payments);
 - 1.1.3 to verify the Costs (including the amounts paid to all Sub-contractors and any third party suppliers);
 - 1.1.4 to verify the Open Book Data;
 - 1.1.5 to verify the Supplier's and each Key Sub-contractor's compliance with this Agreement and applicable Law;
 - 1.1.6 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 1.1.7 to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor and/or any Key Sub-contractors or their ability to perform the Services;
 - 1.1.8 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 1.1.9 to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Agreement;

- 1.1.10 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 1.1.11 to 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 Authority has used its resources;
 - 1.1.12 to verify the accuracy and completeness of any Management Information delivered or required by this Agreement;
 - 1.1.13 to review any reports or records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - 1.1.14 to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
 - 1.1.15 to review the accuracy and completeness of the Registers;
 - 1.1.16 to review the Supplier's quality management systems (including any quality manuals, plans and procedures);
 - 1.1.17 to review the Supplier's compliance with the Standards;
 - 1.1.18 to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or
 - 1.1.19 to review the integrity, confidentiality and security of the Authority Data.
- 1.2 Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.

2 CONDUCT OF AUDITS

- 2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and

use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

2.2 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

2.2.1 all information requested by the Authority within the permitted scope of the audit;

2.2.2 reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

2.2.3 access to the Supplier System; and

2.2.4 access to Supplier Personnel.

2.3 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

2.4 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

3 USE OF SUPPLIER'S INTERNAL AUDIT TEAM

3.1 As an alternative to the Authority's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in Paragraph 1.1.

3.2 Following the receipt of a request from the Authority under Paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:

3.2.1 the resultant audit reports; and

3.2.2 all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.

4 RESPONSE TO AUDITS

4.1 If an audit undertaken pursuant to Paragraphs 1 or 3 identifies that:

4.1.1 the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;

4.1.2 there is an error in a Financial Report, the Supplier shall promptly rectify the error;

4.1.3 the Authority has overpaid any Charges, the Supplier shall pay to the Authority:

(i) the amount overpaid;

(ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Supplier; and

(iii) the reasonable costs incurred by the Authority in undertaking the audit.

4.1.4 the Authority may exercise its right to deduct such amount from the Charges if it prefers; and

4.1.5 the Authority has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Authority.

Schedule 8

Governance

Part 8.1 - Governance

1 Definitions

1.1 In this Schedule the following definitions shall apply:

“**PR Group**” has the meaning given to it in Paragraph 1.1 of Part B of this Schedule;
and

“**Project Board**” has the meaning given to it in Paragraph 1.1 of Part A of this Schedule.

PART A: PROJECT BOARD

1 Project Board Members

- 1.1 The Authority and the Supplier shall establish and maintain throughout the Term a project board (the “**Project Board**”), consisting of at least:
- 1.1.1 three (3) members from the Authority, one of which will be the chairperson of the Project Board (the “**Project Board Chairperson**”); and
 - 1.1.2 three (3) members from the Supplier.

2 Function

- 2.1 The functions of the Project Board shall be:
- 2.1.1 to provide a means for the joint review of all aspects of the overall performance of this Agreement and the strategy for the overall delivery of the Services;
 - 2.1.2 to be the point of escalation from the PR Group;
 - 2.1.3 to provide a forum for joint strategic discussion and consideration of all aspects with regard to this Agreement including ensuring dissemination of information and consideration of the views of all the stakeholders connected with this Agreement;
 - 2.1.4 to ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier;
 - 2.1.5 receive and review reports from the PR Group and review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;
 - 2.1.6 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services; and
 - 2.1.7 consideration of issues relating to:

- (i) the Relevant PPM Plan;
- (ii) the Remedial Work Programme, the Remedial Backlog Programme and the Statutory Backlog Programme;
- (iii) the Reserved Matters;
- (iv) the Authority Estate portfolio strategy;
- (v) health and safety performance;
- (vi) risks arising in relation to the performance of the Services and risk management;
- (vii) financial performance of the Supplier;
- (viii) incidents (including, without limitation, security issues (both physical and relating to IT and those escalated from the SIR Group));
- (ix) escalation of issues (including unresolved issues requiring escalation to the Authority);
- (x) the technology used in the Supplier Solution and ensuring that technological choices are made to maximise long term value for the Authority;
- (xi) the outcome of the Supplier's performance contract review meetings with the Supply Chain Integrator;
- (xii) customer feedback;
- (xiii) Disputes escalated to it by the PR Group; and
- (xiv) any other issues that may be determined from time to time by the Parties.

3 Role

3.1 The role of the Project Board as regards this Agreement is to make recommendations to the Authority and to the Supplier, which the Authority and the Supplier may accept or reject at their complete discretion.

3.2 Neither the Project Board itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the Project Board, or any members of the Project Board acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Supplier under this Agreement. No discussion, review or recommendation by the Project Board shall relieve the Authority or the Supplier of any liability or vary any such liability or any right or benefit.

4 Representatives

4.1 The Authority and the Supplier may appoint their representatives on the Project Board and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the Project Board may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

5 Practices and Procedures

5.1 Place and Time

5.1.1 Subject to Paragraph 5.1.2, Project Board meetings will take place at such places and times as the Parties shall decide. Agendas will be circulated by the Supplier ten (10) Working Days in advance (with supporting papers) and any party wishing to raise other agenda items (including an item under "Any other business") will notify all other parties (with supporting papers) no later than three (3) Working Days in advance.

5.1.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

5.2 Frequency

The Project Board shall meet at least once every month from the Effective Date until such time as the Project Board shall agree otherwise. In the event that the Parties agree that the Project Board shall meet less frequently than monthly, the Project Board shall meet not later than once each quarter.

5.3 Quorum

5.3.1 The quorum for the proper and valid conduct of any business of the Project Board shall be at least four (4) persons including the Authority Representative and the Supplier Representative.

5.3.2 If a quorum is not present at any meeting of the Project Board within thirty (30) minutes of that meeting's start time, it shall be adjourned to the same time and place on the date which is five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the Project Board

Recommendations and other decisions of the Project Board must have the affirmative vote of all those voting on the matter, which must include not less than one (1) representative of the Authority and not less than one (1) representative of the Supplier.

5.5 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Project Board shall be recorded by the Supplier and copies circulated promptly to the Authority, normally within ten (10) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Supplier and shall be open to inspection by the Authority at any time, upon request.

5.6 Voting

Each member of the Project Board shall have one (1) vote. In the event of deadlock on any issue before the Project Board, the Project Board Chairperson shall have the casting vote.

5.7 Attendance

Each of the Parties shall use all reasonable endeavours to ensure the regular attendance of their representatives at all meetings of the Project Board and will, unless unavoidable, ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.8 Telephone Meetings etc.

Where the representatives of the Project Board consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Project Board is able to so participate.

5.9 Temporary Members

The members of the Project Board may from time to time invite to any meeting of the Project Board such other persons including Sub-contractors and/or Authority Supply Chain Members ("**Temporary Project Board Members**") as members of the Project Board may agree (in accordance with Paragraph 5.4 (Recommendations of the Project Board)). For the avoidance of doubt, Temporary Project Board Members shall have no voting rights.

PART B: PERFORMANCE REVIEW GROUP

1 Performance Review Group Members

- 1.1 The Authority and the Supplier shall establish and maintain throughout the Term a performance review group (the “**PR Group**”), consisting of at least:
- 1.1.1 three (3) members from the Authority, one of which will be the chairperson of the PR Group (the “**PR Chairperson**”); and
 - 1.1.2 three (3) members from the Supplier.

2 Function

- 2.1 The functions of the PR Group shall be:
- 2.1.1 to provide a means for the joint review of all aspects of the performance (both operational and financial) of the Supplier under this Agreement;
 - 2.1.2 to monitor developments in new technology and reporting on their potential benefit to the Services;
 - 2.1.3 to provide advice, guidance and information on technical issues;
 - 2.1.4 to ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier; and
 - 2.1.5 consideration of issues relating to:
 - (i) the Relevant PPM Plan;
 - (ii) the Remedial Work Programme, the Remedial Backlog Programme and the Statutory Backlog Programme;
 - (iii) the Performance Delivery Report;
 - (iv) health and safety performance;
 - (v) risks and risk management;
 - (vi) the programme of delivery of the Services;

- (vii) the quality management of delivery of the Services;
- (viii) innovation;
- (ix) operational performance issues and challenges;
- (x) Change Requests (including any financial implications thereof);
- (xi) the technology used in the Supplier Solution and ensuring that technological choices are made to maximise long term value for the Authority;
- (xii) End User feedback;
- (xiii) financial performance of the Supplier;
- (xiv) invoices raised by the Supplier;
- (xv) updates to the Financial Model; and
- (xvi) any other issues that may be determined from time to time by the Parties.

3 Role

3.1 The role of the PR Group as regards this Agreement is:

- 3.1.1 be accountable to the Project Board for comprehensive oversight of the Services and
- 3.1.2 for the senior management of the operational relationship between the Parties;
- 3.1.3 report to the Project Board on significant issues requiring decision and resolution by the Project Board;
- 3.1.4 to make recommendations to the Supplier and the Authority in relation to financial matters arising in connection with this Agreement;
 - (i) receive reports on matters such as issues relating to delivery of Services and performance against the Service Description (in particular, the Standards) and compliance with the Relevant PPM

Plan, the Remedial Work Programme, the Remedial Backlog Programme and the Statutory Backlog Programme;

- 3.1.5 review and report to the Project Board on service management, coordination of individual projects and any integration issues;
 - 3.1.6 deal with the prioritisation of resources;
 - 3.1.7 consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Project Board; and
 - 3.1.8 adopt operational working practices to strengthen the Supplier's relationship with the Authority and develop and propose the relationship development strategy and ensure the implementation of the same.
- 3.2 Neither the PR Group itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Agreement or to make any decision binding on the Parties. The Authority and the Supplier shall not rely on any act or omission of the PR Group, or any members of the PR Group acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Authority or of the Supplier under this Agreement. No discussion, review or recommendation by the PR Group shall relieve the Authority or the Supplier of any liability or vary any such liability or any right or benefit.

4 Representatives

The Authority and the Supplier may appoint their representatives on the PR Group and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the PR Group may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

5 Practices and Procedures

5.1 Place and Time

5.1.1 Subject to Paragraph 5.1.2, PR Group meetings will take place at such places and times as the Parties shall decide. Agendas will be circulated by the Supplier at least ten (10) Working Days in advance (with supporting papers) and any party wishing to raise other agenda items (including an item under “Any other business”) will notify all other parties (with supporting papers) no later than three (3) Working Days in advance of the meeting.

5.1.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

5.2 Frequency

The PR Group shall meet at least once every month from the Effective Date until such time as the PR Group shall agree otherwise. In the event that the Parties agree that the PR Group shall meet less frequently than monthly, the PR Group shall meet not later than once each quarter.

5.3 Quorum

5.3.1 The quorum for the proper and valid conduct of any business of the PR Group shall be at least four (4) persons including the Authority Representative and the Supplier Representative.

5.3.2 If a quorum is not present at any meeting of the PR Group within thirty (30) minutes of that meeting’s start time, it shall be adjourned to the same time and place on the date which is five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the PR Group

Recommendations and other decisions of the PR Group must have the affirmative vote of all those voting on the matter, which must include not less than one (1) representative of the Authority and not less than one (1) representative of the Supplier.

5.5 Minutes

Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the PR Group shall be recorded by the Supplier and copies circulated promptly to the Authority, normally within ten (10) Working Days of the decision or the holding of the meeting. A full set of minutes shall

be kept by the Supplier and shall be open to inspection by the Authority at any time, upon request.

5.6 Voting

Each member of the PR Group shall have one (1) vote. In the event of deadlock on any issue before the PR Group, the PR Chairperson shall have the casting vote.

5.7 Attendance

Each of the Parties shall use all reasonable endeavours to ensure the regular attendance of their representatives at all meetings of the PR Group and will, unless unavoidable, ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.8 Telephone Meetings etc.

Where the representatives of the PR Group consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Authority and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the PR Group is able to so participate.

5.9 Temporary Members

The members of the PR Group may from time to time invite to any meeting of the PR Group such other persons including Sub-contractors and/or Authority Supply Chain Members ("**Temporary PR Members**") as members of the PR Group may agree (in accordance with Paragraph 5.4 (Recommendations of the PR Group)). For the avoidance of doubt, Temporary PR Members shall have no voting rights.

Part 8.2 - Change Control Procedure

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Authority Change Manager” the Authority Representative or any other person appointed to that position by the Authority from time to time and notified in writing to the Supplier;

“Change Communication” any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;

“Fast-track Change” any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;

“Impact Assessment” an assessment of a Change Request in accordance with Paragraph 5;

“Impact Assessment Estimate” has the meaning given in Paragraph 4.3;

“Receiving Party” the Party which receives a proposed Contract Change; and

“Supplier Change Manager” the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.

2 General Principles of Change Control Procedure

2.1 This Schedule sets out the procedure for dealing with Contract Changes.

2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party disputes whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.

2.3 The Parties shall deal with Contract Change as follows :

2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;

- 2.3.2 unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
 - 2.3.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - 2.3.5 save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2; and
 - 2.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8
- 2.4 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2, then:
- 2.4.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
 - 2.4.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.
- 2.5 The Supplier shall:
- 2.5.1 within ten (10) Working Days of the Authority's signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Agreement updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change

Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

2.5.2 thereafter provide to the Authority such further copies of the updated Agreement as the Authority may from time to time request.

3 Costs

3.1 The costs of preparing each Change Request shall be borne by the Party making the Change Request.

3.2 The costs incurred by the Supplier in undertaking an Impact Assessment shall:

3.2.1 where the Change Request has been made by the Supplier, be borne by the Supplier; and

3.2.2 where the Change Request has been made by the Authority, the Supplier will provide an estimate of the costs of preparing the Impact Assessment in accordance with Paragraph 4.3 and will only be obliged to prepare such Impact Assessment upon approval of the Impact Assessment Estimate pursuant to Paragraph 4.4, provided that:

(i) the Supplier shall use reasonable endeavours to use resource already deployed in the provision of the Services except where to do so would prevent the Supplier from delivering the Services; and

(ii) the Authority shall not be required to pay any such costs to the extent that such costs exceed those in the accepted Impact Assessment Estimate.

3.3 The cost of any Contract Change shall be calculated and charged in accordance with the pricing principles and, where relevant, Supplier Personnel Rates (as applicable) set out in Schedule 7.1 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) shall be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

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

4 Change Request

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

4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request.

4.3 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) working days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) working days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

4.4 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

4.4.1 the nature of the request for clarification; and

4.4.2 the reasonable justification for the request,

and the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

5 Impact Assessment

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;
 - 5.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Agreement;
 - 5.1.3 any variation to the terms of this Agreement that will be required as a result of that impact, including changes to:
 - (i) the Service Description;
 - (ii) the format of Authority Data;
 - (iii) the Planned Preventative Maintenance Plan and any other timetable previously agreed by the Parties;
 - (iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;
 - 5.1.4 details of the cost of implementing the proposed Contract Change;
 - 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - 5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
 - 5.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.

- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 16.20 (Protection of Personal Data).
- 5.3 Subject to the provisions of Paragraph 5.5, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within fifteen (15) Working Days of receiving the Impact Assessment.
- 5.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
- 5.5.1 be based on the Financial Model;
 - 5.5.2 facilitate the Financial Transparency Objectives;
 - 5.5.3 include estimated volumes of each type of resource to be employed and the applicable Supplier Personnel Rate;
 - 5.5.4 include full disclosure of any assumptions underlying such Impact Assessment;
 - 5.5.5 include evidence of the cost of any assets required for the Change; and
 - 5.5.6 include details of any new Sub-contracts necessary to accomplish the Change.

6 Authority's Right of Approval

- 6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request

pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Agreement.
- 6.3 If the Authority does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

7 Supplier's Right of Approval

7.1 Following an Impact Assessment, if:

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

- (i) materially and adversely affect the risks to the health and safety of any person; and/or
- (ii) require the Services to be performed in a way that infringes any Law; and/or
- (iii) the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Service Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8 Fast-track Changes

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

8.2 If both Parties agree that the proposed Contract Change is not significant then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

8.3 The Parties may agree in writing that the Fast-track Change procedure shall be used in relation to a particular Contract Change.

9 Operational Change Procedure

- 9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:
- 9.1.1 have an impact on the business of the Authority;
 - 9.1.2 require a change to this Agreement;
 - 9.1.3 have a direct impact on use of the Services; or
 - 9.1.4 involve the Authority in paying any additional Charges or other costs.
- 9.2 The Supplier shall maintain records of all Operational Changes identified and implemented in relation to this Agreement and shall provide copies of such records upon request by the Authority.
- 9.3 The Authority may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier Representative.
- 9.4 The RFOC shall include the following details:
- 9.4.1 the proposed Operational Change; and
 - 9.4.2 the time-scale for completion of the Operational Change.
- 9.5 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 9.6 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

10 Communications

- 10.1 For any Change Communication to be valid under this Schedule, it must be sent to the Authority Change Manager (with a copy to the Supply Chain Integrator) or the Supplier Change Manager, as applicable. The provisions of Clause 36 (Notices) shall apply to a Change Communication as if it were a notice.

Annex 1

Change Request Form

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

Annex 2

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: [if any]]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE (IF ANY):		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE SUPPLIER:	
Signature: _____	Signature: _____	
Name: _____	Name: _____	
Position: _____	Position: _____	
Date: _____	Date: _____	

Part 8.3 - Dispute Resolution Procedure

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Construction Act” the Housing Grants Construction and Regeneration Act 1996 (as amended);

“Multi-Party Dispute” a Dispute which involves the Parties and one or more Related Third Parties;

“Multi-Party Dispute Representatives” has the meaning given in Paragraph 8.7;

“Multi-Party Dispute Resolution Board” has the meaning given in Paragraph 8.7;

“Related Third Party” a party to:

- (a) an Authority Supply Chain Contract; or
- (b) a Key Sub-contract; and

“Supplier Request” a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2 Consultation

2.1 If a Dispute arises, the Supplier and the Authority shall consult in good faith in an attempt to come to an agreement in relation to the Dispute.

2.2 Nothing in this Agreement or in the Dispute Resolution Procedure set out in this Schedule shall prevent the Parties from:

- 2.2.1 referring a dispute at any time to adjudication in accordance with the provisions in this Schedule
- 2.2.2 seeking enforcement of an adjudicator’s decision; or

2.2.3 seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

3 Commercial Negotiation

3.1 Without prejudice to the right of either Party to refer any dispute or difference to adjudication under s.108 of the Construction Act, following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Authority's Representative and the Supplier's Representative.

3.2 Without prejudice to the right of either Party to refer any dispute or difference to adjudication under s.108 of the Construction Act, if:

3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;

3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 3; or

3.2.3 the Parties have not settled the Dispute in accordance with Paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to adjudication in accordance with Paragraph 4 (an "**Adjudication**").

4 Adjudication

4.1 In the event that a Party invokes its statutory right to adjudicate pursuant to the Construction Act, the procedure set out in Paragraphs 4 to 7 of this Schedule shall apply.

4.2 The Adjudicator shall act impartially.

4.3 The Adjudicator may take the initiative in ascertaining the facts and the law. He may use his own knowledge and experience.

- 4.4 The Adjudicator's decision shall be binding until the Dispute is finally determined by the courts or by agreement under the Dispute Resolution Procedure under this Schedule.
- 4.5 The Parties shall implement the Adjudicator's decision without delay whether or not the dispute is to be referred to court.
- 4.6 The adjudication and all matters arising in the course thereof are and will be kept confidential by the Parties and the Adjudicator except insofar as necessary to implement or enforce any decision of the Adjudicator or as may be required for the purpose of any subsequent proceedings.

5 Appointment of the Adjudicator

- 5.1 Either Party (the Referring Party) may give written notice (the "**Notice**") to the other Party at any time of its intention to refer a dispute arising under this Agreement to adjudication. The Notice shall include a brief statement of the issue or issues which it is desired to refer and the redress sought. The Referring Party shall send a copy of the Notice to any adjudicator appointed pursuant to this Agreement. A Notice which does not comply with this rule shall be ineffective.
- 5.2 The object of the procedure in Paragraphs 5.1 to 5.5 (Appointment of the Adjudicator) is to secure the appointment of the Adjudicator and referral of the Dispute to him within seven (7) days of the Notice.
- 5.3 The Referring Party shall request the President for the time being of the Royal Institute of Chartered Surveyors, to nominate an adjudicator within five (5) days of receipt of the request. The request shall be in writing, accompanied by a copy of the Notice and the appropriate fee. Alternatively the Parties may, within two (2) days of the Notice, appoint the Adjudicator by agreement.
- 5.4 If, for any reason, the Adjudicator is unable to act, or fails to reach his decision within the time required by this procedure, either Party may request the President for the time being of the RICS, to nominate a replacement adjudicator. No such request shall be made after the Adjudicator has notified the Parties that he has reached his decision.
- 5.5 If a Party objects to the appointment of a particular person as Adjudicator, that objection shall not invalidate the Adjudicator's appointment or any decision he may reach.

6 Conduct of Adjudication

- 6.1 The Referring Party shall send to the Adjudicator within seven (7) days of the giving of the Notice (or as soon thereafter as the Adjudicator is appointed), and at the same time copy to the other Party, a statement of its case including a copy of the Notice, this Agreement, details of the circumstances giving rise to the dispute, the reasons why it is entitled to the redress sought, the evidence upon which it relies and the evidence in the Referring Party's possession or control upon which the other Party may reasonably be expected to rely in its defence. The statement of case shall be confined to the issues raised in the Notice.
- 6.2 The date of referral shall be the first date on which:
- 6.2.1 the Adjudicator has in his possession the statement of case; and
 - 6.2.2 Paragraphs 5 (Appointment of the Adjudicator) and 6.1 (Conduct of Adjudication) have been complied with.
- 6.3 The Adjudicator shall reach his decision within twenty-eight (28) days of the date of referral, or such longer period as is agreed by the Parties after the Dispute has been referred. The Adjudicator may extend the period of twenty-eight (28) days by up to fourteen (14) days with the consent of the Referring Party. The Parties shall act reasonably in deciding such longer period as is, in all the circumstances, appropriate.
- 6.4 The Adjudicator shall have complete discretion as to how to conduct the adjudication, and shall establish the procedure and timetable, subject to any limitation there may be in this Agreement or the Construction Act. He shall not be required to observe any rule of evidence, procedure or otherwise, of any court or tribunal. Without prejudice to the generality of these powers, he may:
- 6.4.1 request a written defence, further argument or counter argument;
 - 6.4.2 request the production of documents or the attendance of people whom he considers could assist;
 - 6.4.3 visit any relevant site;
 - 6.4.4 meet and question the Parties and their representatives;
 - 6.4.5 meet the Parties separately;

- 6.4.6 limit the length or time for submission of any statement, defence or argument;
- 6.4.7 proceed with the adjudication and reach a decision even if a Party fails to comply with a request or direction of the Adjudicator;
- 6.4.8 issue such further directions as he considers to be appropriate.
- 6.5 The Parties shall comply with any request or direction of the Adjudicator in relation to the adjudication.
- 6.6 The Adjudicator may obtain legal or technical advice, provided that he has notified the Parties of his intention first and approval as to the relevant hourly rates and charges. He shall provide the Parties with copies of any written advice received.
- 6.7 The Adjudicator shall decide the matters set out in the Notice, together with any other matters which the Parties and the Adjudicator agree shall be within the scope of the adjudication.
- 6.8 The Adjudicator shall determine the rights and obligations of the Parties in accordance with the governing law of this Agreement.
- 6.9 Any Party may at any time ask that additional parties shall be joined in the adjudication. Joining of additional parties shall be subject to the agreement of the Adjudicator and the existing and additional parties. An additional party shall have the same rights and obligations as the other parties, unless otherwise agreed by the Adjudicator and the parties. The Adjudicator shall not agree to the joining of additional parties unless the original parties to the Dispute agree an amended timetable for the adjudication which is, in all the circumstances, reasonable.
- 6.10 The Adjudicator may resign at any time on giving notice in writing to the Parties.

7 The Decision

- 7.1 The Adjudicator may withhold delivery of his decision until his fees and expenses have been paid. He shall be required to give reasons unless both Parties agree at any time that he shall not be required to give reasons.
- 7.2 If the Adjudicator fails to reach his decision within the time permitted by this procedure, his decision shall nonetheless be effective if reached before the referral of the Dispute

to any replacement adjudicator under Paragraph 5.4 (Appointment of Adjudicator) but not otherwise. If he fails to reach such an effective decision, he shall not be entitled to any fees or expenses (save for the cost of any legal or technical advice subject to the Parties having received such advice).

- 7.3 The Adjudicator may open up, review and revise any certificate, decision, direction, instruction, notice, opinion, requirement or valuation made in relation to this Agreement unless this Agreement states that the certificate or decision is final and conclusive.
- 7.4 The Adjudicator may in any decision direct the payment of such simple or compound interest from such dates, at such rates and with such rests, as he considers appropriate.
- 7.5 The Parties shall bear their own costs and expenses incurred in the adjudication. The Parties shall be jointly and severally liable for the Adjudicator's fees and expenses including those of any legal or technical adviser appointed under Paragraph 6.6 (Conduct of Adjudication), but the Adjudicator may direct a Party to pay all or part of the fees and expenses. In deciding whether or not to make such a direction, the Adjudicator shall take into consideration the conduct of the parties in relation to the adjudication. If he makes no such direction, the Parties shall pay them in equal shares. The Party requesting the adjudication shall be liable for the Adjudicator's fees and expenses if the adjudication does not proceed.
- 7.6 The Parties shall be entitled to the redress set out in the decision and to seek summary enforcement, whether or not the Dispute is to be finally determined by legal proceedings. No issue decided by the Adjudicator may subsequently be referred for decision by another adjudicator unless so agreed by the Parties.
- 7.7 In the event that the Dispute is referred to litigation or adjudication, the Adjudicator's decision shall not inhibit the right of the court or an adjudicator to determine the Parties' rights or obligations as if no adjudication had taken place.
- 7.8 The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five (5) days of the delivery of the decision to the Parties. As soon as possible after correcting a decision in accordance with this Paragraph 7.8, the Adjudicator must deliver a copy of the

corrected decision to each of the Parties to the Agreement. Any correction of a decision forms part of the decision.

8 Multi-Party Disputes

8.1 All Multi-Party Disputes may be resolved in accordance with the procedure set out in this Paragraph 8 (the “**Multi-Party Dispute Resolution Procedure**”) upon the agreement of the Parties that the matters giving rise to the Dispute involve one or more Related Third Parties. Following agreement that the Dispute is a Multi-Party Dispute, the Authority will issue a notice specifying the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a “**Multi-Party Procedure Initiation Notice**” to those participating.

8.2 Not used.

8.3 Not used.

8.4 Not used.

8.5 Not used.

8.6 Not used.

8.7 A Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “**Multi-Party Dispute Resolution Board**”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

8.7.1 the Authority;

8.7.2 the Supplier;

8.7.3 each Related Third Party who agrees to be involved in the Multi-Party Dispute; and

8.7.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Parties agree is necessary,

(together “**Multi-Party Dispute Representatives**”).

- 8.8 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 8.8.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
 - 8.8.2 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
 - 8.8.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi- Party Dispute.

Part 8.4 - Reports and Records Provisions

1 Reports

- 1.1 The Supplier shall, from the Legacy Services Transfer Date, prepare and issue to the Authority on Friday each week a report detailing, in respect of the previous week:
- 1.1.1 the works and tasks carried out pursuant to the following up to date programmes:
- (i) the Remedial Work Programme;
 - (ii) the Remedial Backlog Programme; and
 - (iii) the Statutory PPM Backlog Programme,
- and any works and tasks which remain outstanding on each such programme;
- 1.1.2 any deviations from the activity anticipated under the Relevant PPM Plan, including explanations for such deviations;
- 1.1.3 proposed actions to restore full compliance with the Relevant PPM Plan;
- 1.1.4 status update on any deviations and/or agreed actions from previous weeks; and
- 1.1.5 any other issues that the Authority requires (acting reasonably).
- 1.2 Without prejudice to the Authority's right to receive any reports, documents or other information in accordance with the terms of this Agreement, the Authority may require any or all of the following reports:
- 1.2.1 delay reports;
- 1.2.2 reports which the Supplier is required to supply as part of the Management Information;
- 1.2.3 annual reports on the Insurances;
- 1.2.4 security reports; and

1.2.5 Force Majeure Event reports.

2 Records

2.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Annex 1 (the “**Records**”):

2.1.1 in accordance with the requirements of The National Archives and Good Industry Practice;

2.1.2 in chronological order;

2.1.3 in a form that is capable of audit;

2.1.4 in an electronic format (unless otherwise agreed by the Parties);

2.1.5 in a format readable by commonly used software (where such records are kept electronically);

2.1.6 in a format that is able to be readily transferred to the Authority or any third party (including the Authority Supply Chain Members); and

2.1.7 at its own expense.

2.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.

2.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.

2.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.

2.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Agreement.

2.6 Not used.

2.7 Where the Supplier reasonably believes that it is not appropriate for any Records to be kept electronically, the Supplier shall inform the Authority and the Parties shall consider the most appropriate medium by which to keep the Records.

Annex 1

Records to be kept by the Supplier

The records to be kept by the Supplier are:

- 1 This Agreement, its Schedules and all amendments to such documents.
- 2 All other documents which this Agreement expressly requires to be prepared.
- 3 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
- 4 All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and Supplier Equipment.
- 5 Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
- 6 All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
- 7 All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
- 8 Documents prepared by the Supplier in support of claims for the Charges.
- 9 Documents submitted by the Supplier pursuant to the Change Control Procedure.
- 10 Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
- 11 Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
- 12 Invoices and records related to VAT sought to be recovered by the Supplier.
- 13 Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.

- 14 Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
- 15 All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
- 16 All journals and audit trail data referred to in Schedule 2.4 (Security Management).
- 17 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

Part 8.5 - Exit Management

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Exclusive Assets” those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;

“Exit Information” has the meaning given in Paragraph 3.1;

“Exit Manager” the person appointed by each Party pursuant to Paragraph 2.3 for managing the Parties' respective obligations under this Schedule;

“Net Book Value” the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;

“Non-Exclusive Assets” those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;

“Registers” the register and configuration database referred to in Paragraphs 2.1.1 and 2.1.2;

“Transferable Assets” those of the Exclusive Assets which are capable of legal transfer to the Authority;

“Transferable Contracts” the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation; and

“Transferring Contracts” has the meaning given in Paragraph 6.2.3.

2 Obligations during the Term to Facilitate Exit

2.1 The Supplier shall:

2.1.1 create (prior to the Full Service Commencement Date) and maintain throughout the Term a register of all:

- (i) Assets, detailing their:
 - (A) make, model and asset number;
 - (B) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (C) Net Book Value;
 - (D) condition and physical location; and
 - (E) use (including technical specifications); and
- (ii) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

2.1.2 during the Term:

- (i) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
- (ii) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and
- (iii) at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

2.2 The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.

2.3 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within 1 month of the Effective Date. The Supplier's Exit Manager shall

be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.

3 Obligations to Assist on re-Tendering of Services

3.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

- 3.1.1 details of the Service(s);
- 3.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
- 3.1.3 an inventory of Authority Data in the Supplier's possession or control;
- 3.1.4 details of any key terms of any third party contracts and licences, particularly as regards termination, assignment and novation;
- 3.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;
- 3.1.6 to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement; and
- 3.1.7 such other material and information as the Authority shall reasonably require,

(together, the “**Exit Information**”).

- 3.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).
- 3.3 The Supplier shall:
- 3.3.1 notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and
 - 3.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Authority.
- 3.4 The Supplier may charge the Authority for its reasonable additional costs to prepare any such update.
- 3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 3.5.1 prepare an informed offer for those Services; and
 - 3.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).
- 3.6 From the Effective Date the Supplier shall:
- 3.6.1 include in the terms and conditions of employment for all new employees; and
 - 3.6.2 use all reasonable endeavours to include in any updates to the terms and conditions of employment of any existing employees, in each case where such employees are delivering, or are reasonably likely to be delivering, the Services or any part thereof,

such term or terms (at all times compliant with all applicable Law) enabling the Supplier to comply with its obligations under Paragraph 3.1.6.

4 Exit Plan

4.1 The Supplier shall, within 1 (one) month after the Legacy Services Transfer Date, deliver to the Authority an Exit Plan which:

4.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on expiry or termination of this Agreement;

4.1.2 complies with the requirements set out in Paragraph 4.3; and

4.1.3 is otherwise reasonably satisfactory to the Authority.

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 its submission, 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 how the Exit Information is obtained;

4.3.2 a detailed plan and programme for the execution of TUPE transfer of personnel to new suppliers to ensure all milestones are achieved, maximum engagement and staff retention and all risks are proactively managed;

4.3.3 the management structure to be employed during both transfer and cessation of the Services;

4.3.4 the management structure to be employed during the Termination Assistance Period;

4.3.5 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.6 how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer,

systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

- 4.3.7 the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable) to the extent that the Authority has provided the Supplier with the details of such Termination Services;
 - 4.3.8 a timetable and critical issues for providing the Termination Services, to the extent that the Authority has provided the Supplier with the details of such Termination Services;
 - 4.3.9 any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change and using the Supplier Personnel Rates), together with a capped estimate of such charges;
 - 4.3.10 how the Termination Services would be provided (if required) during the Termination Assistance Period, to the extent that the Authority has provided the Supplier with the details of such Termination Services;
 - 4.3.11 procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 9.1 (Staff Transfer); and
 - 4.3.12 how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.
- 4.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.
- 4.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule within 1 (one) month following

the Full Service Commencement Date and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within ten (10) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that ten (10) Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

- 4.6 Within twenty (20) Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 4.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

5 Termination Services

Notification of Requirements for Termination Services

- 5.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least 4 months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than 1 month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1 the date from which Termination Services are required;

- 5.1.2 the nature of the Termination Services required; and
 - 5.1.3 the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 24 months after the date that the Supplier ceases to provide the Services.
- 5.2 The Authority shall have:
- 5.2.1 an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than 6 months after the date the Supplier ceases to provide the terminated Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and
 - 5.2.2 the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

- 5.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:
- 5.3.1 continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 5.1, provide the Termination Services;
 - 5.3.2 in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
 - 5.3.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 5.3.2 without additional costs to the Authority;

- 5.3.4 provide the Services and the Termination Services at no detriment to the standards required under this Agreement (including the Service Description) save to the extent that the Parties agree otherwise; and
 - 5.3.5 at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.
- 5.4 Without prejudice to the Supplier's obligations under Paragraph 5.3.3, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.3.2 without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.

Termination Obligations

- 5.5 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 5.6 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule) the Supplier shall:
- 5.6.1 cease to use the Authority Data;
 - 5.6.2 provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
 - 5.6.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;
 - 5.6.4 return to the Authority such of the following as is in the Supplier's possession or control:
 - (i) all copies of the Authority Software and any other software licensed by the Authority to the Supplier under this Agreement;

- (ii) all materials created by the Supplier under this Agreement in which the IPRs are owned by the Authority;
- (iii) any equipment which belongs to the Authority; and
- (iv) any items that have been on-charged to the Authority, such as consumables;

5.6.5 vacate any Authority Premises;

5.6.6 provide access during normal working hours to the Authority and/or the Replacement Supplier for up to 12 months after the expiry or termination of this Agreement to:

- (i) such information relating to the Services as remains in the possession or control of the Supplier; and
- (ii) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 5.6.6(ii).

5.7 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

5.8 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.

6 Assets, Sub-Contracts and Software

6.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, without the Authority's prior written consent:

6.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;

6.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

6.1.3 terminate, enter into or vary any licence for software in connection with the Services.

6.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 5.3.5, the Authority shall provide written notice to the Supplier setting out:

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

6.2.2 which, if any, of:

(i) the Exclusive Assets that are not Transferable Assets; and

(ii) the Non-Exclusive Assets,

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

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

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services.

- 6.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:
- 6.3.1 a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
 - 6.3.2 the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 6.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.
- 6.5 Where the Supplier is notified in accordance with Paragraph 6.2.2 that the Authority 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:
- 6.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 6.5.2 procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 6.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 6.7 The Authority shall:

- 6.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 6.7.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and 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.
- 6.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.
- 6.9 The Supplier shall indemnify the Authority 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 Authority (and/or Replacement Supplier) pursuant to Paragraph 6.6 both:
- 6.9.1 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
 - 6.9.2 in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with Clause 14 (Intellectual Property Rights).

7 Supplier Personnel

- 7.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 9.1 (Staff Transfer) shall apply.
- 7.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.
- 7.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

- 7.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 7.5 The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

8 Charges

- 8.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Services), the Authority shall pay the Charges to the Supplier in respect of the Termination Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied with the Authority's prior written consent.
- 8.2 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure using the Supplier Personnel Rates.
- 8.3 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

9 Apportionments

- 9.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

- 9.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 9.1.2 the Authority shall be responsible for (or shall procure that the Replacement Supplier 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
 - 9.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 9.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 9.1 as soon as reasonably practicable.

Annex 1

Scope of the Termination Services

- 1 The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:
 - 1.1 ceasing all non-critical Software changes (except where agreed in writing with the Authority);
 - 1.2 notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.4 delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Termination Services;
 - 1.5 providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;
 - 1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
 - 1.7 providing the Authority with any problem logs which have not previously been provided to the Authority;
 - 1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of 12 months after the Termination Assistance Period;

- 1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
- 1.10 reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;
- 1.11 providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;
- 1.12 provide all necessary support, equipment, tools, and Software such as data migration services, in order to enable and support the execution of the migration plan by the Authority and/or Replacement Supplier;
- 1.13 making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
- 1.14 assisting in establishing naming conventions for any new production site;
- 1.15 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- 1.16 agreeing with the Authority a handover plan for all of the Supplier's responsibilities;
- 1.17 delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;
- 1.18 assisting with the loading, testing and implementation of the production databases;

- 1.19 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement;
- 1.20 in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous 12 months;
- 1.21 assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- 1.22 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- 1.23 answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;
- 1.24 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;
- 1.25 providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier;
- 1.26 to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub- contractors (and the Supplier agrees and shall procure that its Sub- contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- 1.27 following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and
- 1.28 knowledge transfer services, including:

- 1.28.1 transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;
- 1.28.2 providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
- 1.28.3 providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.

2 The Supplier shall:

- 2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.11 for agreement by the Authority at the time of termination or expiry of this Agreement;
- 2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.16 providing skills and expertise of a suitable standard; and
- 2.3 fully co-operate in the execution of the Authority Database migration plan agreed pursuant to Paragraph 1.24, providing skills and expertise of a reasonably acceptable standard.

3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change control procedure and other procedures to the operations personnel of the Authority and/or the Replacement Supplier.

4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 1.22 shall include:

- 4.1 copies of up-to-date procedures and operations manuals;
- 4.2 product information;

- 4.3 agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier;
 - 4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;
 - 4.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - 4.6 details of physical and logical security processes and tools which will be available to the Authority; and
 - 4.7 any relevant interface information.
- 5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
- 5.1 any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 5 shall:
 - 5.2 sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - 5.3 during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and
 - 5.4 the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Part 8.6 - NOT USED

Part 8.7 - Conduct of Claims

1 Indemnities

- 1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Agreement (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Agreement (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within ten (10) Working Days of receipt of the same.
- 1.3 Subject to Paragraph 2, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Paragraph 2.2, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
- 1.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
 - 1.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;
 - 1.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - 1.4.4 the Indemnifier shall conduct the Claim with all due diligence.

- 1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:
- 1.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
 - 1.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within ten (10) Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
 - 1.5.3 the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

2 Sensitive Claims

- 2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a “**Sensitive Claim**”), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.
- 2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Paragraph 1.3 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

3 Recovery of Sums

- 3.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event

or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

- 3.1.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
- 3.1.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

4 Mitigation

- 4.1 Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

Schedule 9

Employment

Part 9.1 – Staff Transfer

1 Definition

“Former Supplier” a supplier supplying services to the Authority 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 sub- contractor of such supplier (or any sub-contractor of any such sub-contractor);

“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 any amendments to that document immediately prior to the Relevant Transfer Date.

“Notified Sub- contractor” a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

“Replacement Sub- contractor” a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

“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;

“Service Transfer” any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

“Service Transfer Date” the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

“Staffing Information” 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 Authority may reasonably request (subject to all applicable provisions of the DPA), 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 Personnel who 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 Personnel 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;

“Transferring Authority Employees” those employees of the Authority 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; and

“Transferring Supplier Employees” those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2 INTERPRETATION

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

PART A: TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF SERVICES

1 Relevant Transfers

- 1.1 The Authority and the Supplier agree that:
- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Authority Employees; and
 - 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Authority and the Transferring Authority Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-contractor and each such Transferring Authority Employee.
- 1.2 The Authority shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 1.2.1 the Authority; and
 - 1.2.2 the Supplier and/or any Notified Sub-contractor (as appropriate).

2 Authority Indemnities

- 2.1 Subject to Paragraph 2.2, the Authority shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:
- 2.1.1 any act or omission by the Authority in respect of any Transferring Authority Employee or any appropriate employee representative (as defined in the

Employment Regulations) of any Transferring Authority Employee occurring before the Relevant Transfer Date;

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

(i) any collective agreement applicable to the Transferring Authority Employees; and/or

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

2.1.3 any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Authority to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

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

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

(ii) in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of the Authority 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 Authority Employees arising before the Relevant Transfer Date;

- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Authority other than a Transferring Authority Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.7 any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Authority in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor (whether or not a Notified Sub-contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier or any Sub-contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Authority as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Authority Employee, that his/her contract of employment has been transferred from the Authority to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority; and

- 2.3.2 the Authority may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-contractor, or take such other reasonable steps as the Authority considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Authority shall indemnify the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority within 6 months of the Effective Date.
- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Authority nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3 Supplier Indemnities and Obligations

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

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

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

(i) any collective agreement applicable to the Transferring Authority Employees; and/or

(ii) any custom or practice in respect of any Transferring Authority Employees which the Supplier or any Sub-contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Supplier or any Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Authority Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Authority's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under paragraph 2.8 above.

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Authority whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Authority's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Authority and the Supplier.

4 Information

- 4.1 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority in writing such information as is necessary to enable the Authority to carry out its duties under regulation 13 of the Employment Regulations. The Authority shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 Principles of Good Employment Practice

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Authority Employee as set down in:

- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - 5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - 5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - 5.2.4 the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Change Control Procedure.

6 Pensions

The Supplier shall, and/or shall procure that each of its Sub-contractors shall, comply with the requirements of Part 1 of the Pensions Act 2008 and section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1 RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

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

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

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

2 AUTHORITY INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

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

- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
- (i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 2.3.1 the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with

the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.

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

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

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

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

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

3.1.3 any collective agreement applicable to the Transferring Former Supplier Employee; and/or

(i) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;

3.1.4 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.5 any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- 3.1.6 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- 3.1.7 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:
- (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub- contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.8 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.9 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.10 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 INFORMATION

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

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

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

- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - 5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - 5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - 5.1.4 the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6 PROCUREMENT OBLIGATIONS

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

7 PENSIONS

The Supplier shall, and shall procure that each Sub-contractor shall, comply with the requirements of Part 1 of the Pensions Act 2008 and section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1 PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Authority 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 Authority and/or any Former Supplier.
- 1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
 - 1.2.2 the Authority 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 by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 8.2.2 is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period specified in Paragraph 8.2.2.:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 8.2 to 8.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

2.1.1 indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 8.2 made pursuant to the provisions of Paragraph 8.4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2 indemnify the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 8.2 made pursuant to the provisions of Paragraph 8.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 8.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 8.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 8.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

- 2.4 The indemnities in Paragraph 8.1 shall apply only where the notification referred to in Paragraph 8.2.1 is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

3 PROCUREMENT OBLIGATIONS

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

PART D: EMPLOYMENT EXIT PROVISIONS

1 PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
 - 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 Authority at any time (provided that the Authority 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 DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:
 - 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

- 1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel 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 Personnel (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 Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any

Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services;

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) of this Schedule 9 (Staff Transfer)(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 Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor 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 Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions 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 Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-contractor 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 Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) 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
 - (ii) 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 Authority

and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

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

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

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

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor 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 Sub-contractor 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 Sub-contractor'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 Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- 2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:
- 2.7.1 no such offer of employment has been made;
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Authority shall advise the Replacement Supplier and/or Replacement Sub-contractor, 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 and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all

applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 2.9 The indemnity in Paragraph 2.8 shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor 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 Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor 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 Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of 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:
- 2.11.1 the Supplier and/or any Sub-contractor; and
- 2.11.2 the Replacement Supplier and/or the Replacement Sub-contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub- contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the

Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Authority shall indemnify the Supplier on its own behalf and on behalf of any Replacement Sub- contractor and its sub-contractors 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 Sub-contractor in respect of any 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 ;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:

(i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(ii) 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 Sub-contractor 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 Sub-contractor 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 Sub-contractor 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 Sub-contractor (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 Sub-contractor 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:

(i) 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

(ii) 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 Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor 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 Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions

relating to the Transferring Supplier Employees 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 Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

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

PART E: PENSIONS

1 Pensions

- 1.1 In this Agreement, “**Pension Schemes**” mean each of the qualifying pension schemes (as described in section 16 of Part 1 of Chapter 1 of the Pensions Act 2008) in which the Former Supplier participates for the purposes of paying contributions for and in respect of the Transferring Former Supplier Employees.
- 1.2 the Authority warrants to the Supplier that as at the Relevant Transfer Date (i) the Pension Schemes are the only pension schemes in which the Former Supplier is participating in and paying contributions to in respect of the Transferring Former Supplier Employees, and (ii) the Former Supplier has no obligations in relation to the Transferring Former Supplier Employees other than through the Pension Schemes or other defined contribution schemes as defined in section 181 of the Pension Schemes Act 1993.
- 1.3 the Parties agree that a breach of this warranty constitutes a Default by the Authority under this Agreement.

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

Part 9.2 – Key Personnel

[REDACTED]

Schedule 10

Guarantee

[REDACTED]

Schedule 11

Personal Data

PART 1

PROCESSING PERSONAL DATA

1 Processing Personal Data

1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.2 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor.</p> <p>The Parties acknowledge that in accordance with Paragraph 1 of Part 2 of this Schedule 11 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• Title• First name and surname• Postal/home address• Gender• Email address• Landline and/or mobile phone number• Employer and position• Date of birth and age <p>relating to any staff, (including without limitation volunteers, agents, and temporary workers), representatives and officers of the Authority, members of the public and such Personal Data is offered to the Supplier by the Authority with instructions as to how the Personal Data is to be processed in accordance with Paragraph 2 of Part 2 of this Schedule 11.</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that in accordance with Paragraph 1 of Part 2 of this Schedule 11 and for the purposes of the Data Protection Legislation they may be Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Personal Data which the Authority and the Supplier jointly determine the purposes and means of processing of from time to time. <p>In respect of Personal Data under Joint Control, Paragraphs 2 and 4 of Part 2 of this Schedule 11 will not apply and the Parties will process Personal Data in accordance with the Annex to this Schedule.</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that in accordance with Paragraph 1 of Part 2 of this Schedule 11 and for the purposes of the Data Protection Legislation the Parties acknowledge that they are</p>

	<p>Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel, and • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) and Supply Chain Integrator engaged in the performance of the Authority's duties under this Agreement). <p>In respect of Personal Data where the Parties are Independent Controllers, Paragraph 4 of Part 2 of this Schedule 11 will apply.</p>
Duration of the processing	The duration shall be until the expiry/termination of this Agreement (including any Termination Assistance Period), and the duration of any relevant data retention obligations extending beyond such expiry or termination.
Nature and purposes of the processing	<p>Nature 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) in so far as those activities relate to the Services or to comply with a statutory obligation</p> <p>Purpose For all reasonable purposes for the Parties to comply with their obligations in accordance with the Agreement.</p>
Type of Personal Data	Name, address, date of birth, NI number, telephone number, pay, images, biometric data
Categories of Data Subject	The following individuals may form the Data Subjects from time to time: Directors, officers, employees, agents, consultants and contractors of the Authority and members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Where the Authority is the Controller and the Supplier is the Processor Supplier, Personal Data shall be retained for only as long as is necessary for the Supplier to comply with this Agreement and shall be returned or destroyed upon the Authority's instructions.

PART 2

PROTECTION OF PERSONAL DATA

1 Status of the Controller

1.1 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 this Agreement will determine the status of each Party under the Data Protection Legislation. A Party may act as:

1.1.1 “**Controller**” (where the other Party acts as the “Processor”);

1.1.2 “**Processor**” (where the other Party acts as the “Controller”);

1.1.3 “**Joint Controller**” (where both Parties are considered to jointly control the same Personal Data);

1.1.4 “**Independent Controller**” of the Personal Data where the other Party is also “Controller” of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Part 1 of this Schedule 11 (Personal Data) which scenario or scenarios are intended to apply under this Agreement.

2 Where one Party is Controller and the other Party its Processor

2.1 Where a Party is a Processor, the only processing that it is authorised to do is listed in Part 1 of this Schedule 11 (Personal Data) by the Controller.

2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

2.3 The Processor shall (at the Controller’s cost, in accordance with the charging principles set out in this Agreement) 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:

2.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

- 2.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 2.4.1 process that Personal Data only in accordance with Part 1 of this Schedule 11 (Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - 2.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 2.4.3 ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular this Schedule 11 (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 Schedule 11 (Personal Data) and Clauses 17

(Confidentiality) and 16 (Authority Data and Security Requirements);

- (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- (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 this Agreement; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.4.4 not transfer Personal Data outside of the United Kingdom and 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 GDPR Article 46 or DPA 2018 Section 75) 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

2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

- 2.5 Subject to Paragraph 2.6, the Processor shall notify the Controller immediately if it:
- 2.5.1 receives a Data Subject Request(or purported Data Subject Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 2.5.5 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
 - 2.5.6 becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 shall include the provision of further information to the Controller in phases, as details become available.
- 2.7 Taking into account the nature of the processing, the Processor shall provide the Controller (at the Controller's cost, in accordance with the charging principles set out in this Agreement) with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or

- 2.7.5 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.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Part 2 of Schedule 11 (Personal Data). This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 2.8.1 the Controller determines that the processing is not occasional;
 - 2.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - 2.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor by complying with its obligations in respect of audits set out in this Agreement.
- 2.10 Each of the Parties shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - 2.11.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Paragraph 2 such that they apply to the Sub-processor; and
 - 2.11.4 provide the Controller with such information regarding the Sub- processor as the Controller may reasonably require.
- 2.12 The Processor shall remain liable for all acts or omissions of any of its Sub-processors as if they were the acts or omissions of the Processor itself.

- 2.13 The Authority may, at any time, request revision of this Clause through Change Control.

3 Where the Parties are Joint Controllers of Personal Data

- 3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under this Agreement, the Parties shall implement Clauses that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 1 to this Schedule 11 (Personal Data).

4 Where the Parties are Independent Controllers of Personal Data

- 4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.
- 4.2 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.1, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Agreement.
- 4.5 The Parties shall only provide Personal Data to each other:
- 4.5.1 to the extent necessary to perform the respective obligations under this Agreement;
 - 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - 4.5.3 where it has recorded it in Part 1 of Schedule 11 (Personal Data).

- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 4.7 A Party processing Personal Data for the purposes of this Agreement shall maintain a record of its processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Agreement (“**the Request Recipient**”):
- 4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- 4.8.2 where the request or correspondence is directed to the other party and/or relates to the other party’s Processing of the Personal Data, the Request Recipient will:
- (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 4.9 Each party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Agreement and shall:

- 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Agreement as specified in Part 1 of this Schedule 11 (Personal Data).
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's obligations under this Agreement which is specified in Part 1 of this Schedule 11 (Personal Data).
- 4.12 Where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with this Paragraph 4.

Annex: Joint Controller Agreement

1 Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex (Joint Controller Agreement) in replacement of Paragraph 2 of Part 2 of this Schedule 11 (Where one Party is Controller and the other Party is Processor) and Paragraph 4 of Part 2 of this Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers, and each to provide the other with reasonable cooperation and assistance in so doing, including in responding to requests from Data Subjects to exercise their rights under the applicable Data Protection Legislation.
- 1.2 The Parties agree that:
- 1.2.1 the Supplier shall be responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 each Party shall include in its published privacy notice the information required under Articles 13 and 14 of the GDPR in relation to Personal Data under Joint Control
 - 1.2.4 each Party shall be responsible for establishing an appropriate legal basis for its own processing;
 - 1.2.5 the Supplier shall make available to Data Subjects the essence of this Joint Controller Agreement (and notify them of any material changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the Supplier's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).Notwithstanding the terms of

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

2 Undertakings of both Parties

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

2.1.1 report to the other Party every three months on:

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

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

2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1(a)(i) to (v); and

2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation.

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or

transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex.

2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information.

2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data

2.1.7 take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

(i) are aware of and comply with their duties under this Annex (Joint Controller Agreement) and those in respect of Confidential Information

(ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose

or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;

(iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures.

2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and

2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

3 Data Protection Breach

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

3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

3.1.2 all reasonable assistance, including:

(i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(ii) co-operation with the other Party including taking such reasonable steps as are directed by the Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;

- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 3.2.

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

- 3.2.1 the nature of the Personal Data Breach;
- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and
- 3.2.6 describe the likely consequences of the Personal Data Breach.

4 Audit

4.1 The Supplier shall permit audit of its compliance with this Annex 1 and the Data Protection Legislation in accordance with its auditing obligations under this Agreement.

5 Impact Assessments

5.1 The Parties shall:

5.1.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures);

5.1.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 GDPR.

6 ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. Either Party may request amendment of this Agreement through Change Control to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7 Liabilities for Data Protection Breach

7.1 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “**Claim Losses**”):

7.1.1 if the Authority is responsible for the relevant breach, then the Authority shall be responsible for the Claim Losses;

7.1.2 if the Supplier is responsible for the relevant breach, then the Supplier shall be responsible for the Claim Losses: and

7.1.3 if responsibility is unclear, then the Authority and the Supplier shall be responsible for the Claim Losses equally.

8 Termination

8.1 If the Supplier is in material Default under any of its obligations under this Annex 1 (Joint Control Agreement), the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Supplier in accordance with Clause 33 (Termination Rights).

9 Sub-Processing

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

9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other Party where reasonably requested; and

9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10 Data Retention

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