

OFFICIAL - SENSITIVE

Home Office FOCS Call Off Agreement

August 2014

The Secretary of State for the Home Department

The Authority

Post Office Limited

The Contractor

Call-Off Agreement

For the Logistic and Collection Services of Biometric Residence Permits of Overseas Applicants

OFFICIAL – SENSITIVE

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Home Office FOCS Call Off Agreement

Approved by			
Name		Name	
Position	Date	Position	Date

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	August 2014
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CALL-OFF AGREEMENT

CALL-OFF AGREEMENT Reference Number: HO/14/17

This Call-Off Agreement is dated August 2014 (Call-Off Signature Date)

This Call-Off Agreement is Effective from: the Call-Off Signature Date

This Call-Off Agreement is agreed between:

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT whose principal place of business is at 2 Marsham Street, London SW1P 4DF. ("**Authority**")

And Post Office Ltd

the Contractor (each a "**Party**" and, together, the "**Parties**").

This is a Call-Off Agreement under the Single Supplier Framework Agreement for the provision of Front Office Counter Services and other Related Services (the "**Framework Agreement**") and has been agreed pursuant to Clause 2.2 of the Framework Agreement and the Call-Off Process.

1 Call-Off Term

- 1.1 The Call-Off Term will begin on the Call Off Signature Date and shall continue for 24 months following the Operational Go-Live Date.
- 1.2 The Authority may extend the Call-Off Term in accordance with Clause 2.11 of the Framework Agreement, and if it does wish to extend shall give the Contractor prior written notice not less than three (3) months before the end of the initial term.
- 1.3 The parties agree that the Authority may extend the term of this Call-Off Agreement (on up to a maximum of 3 occasions) for a year by serving written notice on the Contractor not less than three (3) months prior to the expiry of the Call-Off Term and where the Authority exercises this right the Call-Off Term shall be amended accordingly.

2 Terms of the Call-Off Agreement

- 2.1 Subject to Clause 2.6 of the Framework Agreement, the terms of the Framework Agreement are expressly incorporated by reference into this Call-Off Agreement, except as otherwise varied herein.
- 2.2 All words and expressions defined in the Framework Agreement shall have the same meaning and constructions when used in this Call-Off Agreement unless expressly stated otherwise

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herein. In the event of any conflict between the definition of any word and/or expression as defined in the Framework Agreement and the definition of any word and/or expression as defined in this Call-Off Agreement, then the definition of such word and/or expression as defined in this Call-Off Agreement shall prevail. Any defined terms specific to this Call-Off Agreement shall be set out at the start of the relevant Annex to this Call-Off Agreement.

- 2.3 Subject to Clause 2.7 of the Framework Agreement, the Parties may agree to vary the terms of the Framework Agreement which are incorporated by reference into this Call-Off Agreement, and all such variations shall be documented in Annex 11 (Other Variations) hereof.
- 2.4 The Contractor confirms that where it is aware that the implementation of this Call-Off Agreement may affect other Services provided under the Framework Agreement it has, before the Effective Date of this Call-Off Agreement, disclosed the same to the Authority, the Lead Authority and to all other affected Service Recipients.

3 Authority Requirements

- 3.1 The detailed Authority Requirements applicable to this Call-Off Agreement are as set out in Annex 1 hereof.

4 Service Levels and Service Credits

- 4.1 The Service Levels and Service Credits applicable to this Call-Off Agreement, which have been agreed by the Contractor and the Authority pursuant to the Call-Off Process (and are based upon and not inconsistent with the Service Levels and Service Credits set out in Annex 2 (Service Levels and Service Credits) of the Initial Call-Off Agreement) are as set out in Annex 2 (Service Levels and Service Credits) hereof. The provisions relating to Service Levels and Service Credits which have been amended as appropriate from Schedule 2.2 (Service Levels and Service Credits) of the Framework Agreement are as set out in Annex 2 (Service Levels and Service Credits) hereof.

5 Contractor Solution

- 5.1 The detailed Contractor Solution applicable to this Call-Off Agreement (based upon the outline Contractor Solution in Schedule 4.1 (Contractor Solution) of the Framework Agreement) is as set out in Annex 3 (Contractor Solution) hereof.

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6 Authority Responsibilities

6.1 The detailed Authority Responsibilities applicable to this Call-Off Agreement are as set out in Annex 4 (Authority Responsibilities) hereof.

7 Implementation

7.1 The Outline Implementation Plan applicable to this Call-Off Agreement is as set out in Annex 5 (Outline Implementation Plan) hereof. The Detailed Implementation Plan has been developed in accordance with Clause 4 (Implementation Plan) of the Framework Agreement and the applicable procedures in Schedule 6.1 (Implementation Plan) thereof.

8 Charges and Invoicing

8.1 The Charges applicable to this Call-Off Agreement (based upon the Charges in Schedule 7.1 (Charges and Invoicing) of the Framework Agreement and the Financial Model set out in Schedule 7.5 (Financial Model) of the Framework Agreement and agreed in accordance with Clause 2.12 of the Framework Agreement) are as set out in Annex 6 (Charges and Invoicing) hereof.

9 Financial Model

9.1 The detailed Financial Model applicable to this Call-Off Agreement (based upon the Financial Model in Schedule 7.5 (Financial Model) of the Framework Agreement) is as set out in Annex 7 (Financial Model) hereof.

10 Governance

10.1 The governance applicable to this Call-Off Agreement is as set out in Schedule 8.1 (Governance) of the Framework Agreement. The Parties acknowledge that they are bound by the procedures in Schedule 8.1 (Governance) of the Framework Agreement where either Party requests a reference to the Framework Board in accordance with that Schedule 8.1 (Governance).

11 Key Personnel

11.1 The Key Personnel applicable to this Call-Off Agreement are as set out in Annex 8 (Key Personnel) hereof. Any change to Annex 8 (Key Personnel) shall be subject to Clauses 31.6 to 31.12 of the Framework Agreement.

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12 Pensions

12.1 Pension provisions and obligations shall not be applicable to this Call-Off Agreement.

13 Insurance Requirements

13.1 The insurance requirements applicable to this Call-Off Agreement (based upon the template insurance requirements set out in Schedule 2.6 (Insurance Requirements) of the Framework Agreement) are set out in Annex 10 (Insurance Requirements) hereof.

14 Other Variations

14.1 Any other variations to the terms of the Framework Agreement incorporated by reference herein shall be agreed in accordance with Paragraph 2.3 of this Call-Off Agreement and shall be documented in Annex 11 (Other Variations) hereof.

15 Step-In Rights

15.1 The provisions of Clause 63 (Step-In-Rights) of the Framework Agreement shall not be applicable to this Call-Off Agreement.

15.2 Intentionally left blank.

16 Formation of Call-Off Agreement

16.1 The execution of this Call-Off Agreement by each of the Contractor and the Authority shall create a valid and legally binding contract comprising the Clauses of and Schedules to the Framework Agreement which are stated in Clause 2 (Contracting Capacity and Arrangements for Call-Off Agreements) of the Framework Agreement to be incorporated into the Call-Off Agreement as amended and supplemented by this Call-Off Order Form.

SIGNED for and on behalf of [the Authority]

SIGNED for and on behalf of **POST OFFICE LIMITED**

Signature.....

Signature

Name.....

Name

Position

Position.....

Date.....

Date

17 Annex 1 - Authority Requirements

Grouping Category	ID	Req Name	Description
1. Allocation of a POL Collection Point	CC_035	Geographic Territory	The Contractor shall facilitate the collection of BRP Envelopes to locations within the United Kingdom.
1. Allocation of a POL Collection Point	CC_039	Collection Point Opening Hours	The Contractor shall facilitate the collection of BRP Envelopes by Customers from 0900 to 1730 Monday to Friday [not UK public holidays] and from 0900 to 1300 on Saturday.
1. Allocation of a POL Collection Point	AA_012	Reference Data	A list of the Service Collection Point Branch Network and associated catchment area postcodes shall be provided by the Contractor to the Authority. A draft network shall be provided within a week of contract sign.
1. Allocation of a POL Collection Point	CC_071	Re-routing to alternative Collection Centre (Customer Request)	The Contractor shall provide a Service to enable a Customer to request directly a change to the BRP collection centre. Redirected BRPs are to arrive at new Collection Centre within 7 calendar days of the request being made.
1. Allocation of a POL Collection Point	CC_082	Re-routing of BRP to alternative Collection Centre (at the request of BIDMU)	The Contractor shall provide a mechanism to allow the Authority to change the collection point for a BRP Envelope on instruction by the Authority at any stage before collection. Redirected BRPs are to arrive at new Collection Centre within 7 calendar days of the request being made.
3. Collection of BRP Envelopes from DVLA	CC_022	Collection of BRP's from Secure Production Facility	The Contractor shall collect BRP Envelopes in sealed containers from the Secure Production Facility
3. Collection of BRP Envelopes from DVLA	CC_023	Frequency of BRP Collection from collection Secure Production Facility	The Contractor shall make a Collection of BRP Envelopes from the Secure Production Facility at least once per day [Mon- Fri].
3. Collection of BRP Envelopes from DVLA	CC_024	Timings of Production collection times (routine)	The Contractor shall collect from the Secure Production Facility at timed slots designated by the DVLA. The time slot

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			which has been agreed is 14:30. Any future changes to this time will be discussed and agreed by all parties.
3. Collection of BRP Envelopes from DVLA	CC_025	Exceptions to BRP Collection Times	The Contractor shall collect BRP Envelopes from the Secure Production Facility on public holidays by default. Exceptions for routine public holidays shall be agreed by the Authority at the start of the financial year. Exceptions for non-routine public holidays that occur in-year shall be agreed three months in advance of the event.
3. Collection of BRP Envelopes from DVLA	CC_026	Collection of Available Crates from Secure Production Facility	The Contractor shall collect from the Secure Production Facility all sealed containers that have been made ready for collection.
3. Collection of BRP Envelopes from DVLA	CC_031	Receipt of DVLA Collection Manifest Hard Copy & Electronic	The Contractor shall receive the Secure Production Facility data file electronically and on paper (DVLA Collection Manifest). Manifest details to include BRP Nos / URNs (there is to be no detail of the BRP holder / Personal Information).
3. Collection of BRP Envelopes from DVLA	CC_133	Materials	The Contractor shall provide sufficient cages, containers, trays, pouches, seals & stationery necessary for the operation of the Service (with the exception of the BRP Collection Leaflet).
4. Sorting and sending to Collection Points	CC_036	Destination Check	The Contractor shall ensure that BRP Envelopes are sorted for delivery to the Collection Points nominated by the Authority.
4. Sorting and sending to Collection Points	CC_038	Delivery to Collection Points	The Contractor shall deliver each BRP Envelope to the Collection Point address specified on the envelope within 7 calendar days of taking possession of the BRP from the DVLA's Secure Production Facility
4. Sorting and sending to Collection Points	CC_141	Logging of BRP envelopes on arrival at Collection Points	The Contractor shall log the receipt of BRP Envelope deliveries at Collection Points.
5. Customer attends Contractor Collection Point	CC_144	Checking of Decision Letter to determine Correct Location of BRP's	The Contractor shall inspect the Decision Letter(s) provided by the Customer to determine whether the Customer is at the correct Collection Point (if the customer provides a Decision Letter).
5. Customer attends	CC_146	Confirmation of	In the event that the Customer does not

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Contractor Collection Point		Presence of Vignette	present a Decision Letter, the Contractor shall confirm the presence of a vignette in the Travel Document.
5. Customer attends Contractor Collection Point	CC_145	Advise Customer of BRP Location and Re-direction Service	In the event that the Customer is in the wrong location, the Contractor shall advise the Customer accordingly (inc informing them of the BRPs location) and offer collection options including BRP Envelope Re-direction.
5. Customer attends Collection Point	CC_152	Retrieval of BRP Packet(s)	The Contractor shall retrieve the BRP Envelope(s) from the secure storage.
5. Customer attends Collection Point	CC_153	Collection Re-arrangement	In the event that the BRP Envelopes are not present and available for collection, the Contractor shall undertake a Location Check to determine the location of the BRP Envelope, and re-arrange the collection.
6. Identity Verification (General)	CC_043	Identity Verification	The Contractor shall ensure that valid confirmation of identity is presented to the Collection Point Representative before a collection is completed. Valid forms of identification are: an endorsed vignette , affixed to either a valid passport or a valid emergency travel document
6. Identity Verification (General)	CC_143	Determination of Collection Type	The Contractor shall inspect documents provided and determine whether the Customer is: <ul style="list-style-type: none"> - Collecting on behalf of themselves (applicant collection), or - Collecting on behalf of members of their family (Family Group Collection), or - Collecting on behalf of another third party (authorised third party or responsible adult collection).
6. Identity Verification (General)	CC_172	Protocol for Identity Checking	The Contractor shall apply the Authority guidance concerning identification of Customers, including inter alia the wearing of clothing (scarves, hats, veils) which may fully or partially obscure the Customer's face.

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6.1 Identity Verification - Applicant Collection	CC_157	Matching of Travel Document to BRP Packet	The Contractor shall check the Travel Document for (a) an endorsed vignette, and (b) that the Travel Document: Number matches the BRP Envelope: Collection Reference
6.1 Identity Verification - Applicant Collection	CC_159	Opening of BRP Packet	The Contractor shall open the BRP Envelope and remove the BRP.
6.1 Identity Verification - Applicant Collection	CC_160	Matching of BRP Photo to Vignette	The Contractor shall match the BRP Photo (embossed onto the face of the BRP) with the vignette photo; and the Contractor shall match the BRP Photo with the Customer at the counter (Applicant Collection only).
6.2 Identity Verification - Family Group Collection	CC_154	Checking of Adult Member of Family	<p>If the collection is by a Family Group member; the Contractor shall check that the Customer attending the Collection Point:</p> <ul style="list-style-type: none"> (a) Is an adult (aged 18+). (b) is in possession of his / her own Travel Document(s) bearing an endorsed vignette, and (c) Is collecting their own BRP during the same transaction, and (d) Is in possession of the Travel Documents relevant to any other Applicant that he / she hopes to collect on behalf of, and (e) The Travel Documents belonging to other applicants are linked by a named principle Applicant (dependants of) or belong to the named principle Applicant (as recorded on both Customer / Applicant's endorsed vignette). (f) The BRP Envelopes of the other Applicants are available at the same Collection Point within the same Collection Window (Availability).
6.2 Identity Verification - Family Group Collection	CC_155	Refuse Member of Family	In the event that the Customer does not meet the requirements above, the Contractor shall advise the Customer accordingly and offer a BRP Collection Leaflet for each Collection that does not meet the requirements.
6.2 Identity Verification - Family Group Collection	CC_156	Process Customer Details First	In the event of a Group collection, the Contractor shall select the documents & BRP Envelope relating to the Customer first for consideration, adhering to the Identity Verification protocol for Applicant Collection.

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<p>6.2 Identity Verification - Family Group Collection</p>	<p>CC_167</p>	<p>Matching of next Travel Doc to BRP Packet</p>	<p>In the event that there are further BRP Envelopes to collect, the Contractor shall:</p> <p>(a) check the next Travel Document for (a) an endorsed vignette, and (b) that the Travel Document number matches the BRP Envelope: Collection Reference, and (b) The BRP is available within the Collection Point and not subject to a recall notice (60 day expiry window elapsed, or specific request received from BIDMU). (c) Check that the vignette photo matches the photo on the face of the BRP, and (d) If photos are a satisfactory match, handover the BRP to the Customer, and (e) Record the handover of the BRP.</p> <p>If these requirements are not met, the Contractor shall advise the Customer accordingly and offer a BRP Collection Leaflet.</p>
<p>6.2 Identity Verification - Family Group Collection</p>	<p>CC_162</p>	<p>Matching of Customer to BRP</p>	<p>If the Applicant is present (i.e. They are the Customer or present along with the Customer), the Contractor shall compare the Applicant face with their vignette photo and BRP</p>
<p>6.2 Identity Verification - Third Party/Responsible Adult Collection</p>	<p>CC_060</p>	<p>Collection by Third Party/Responsible Adult</p>	<p>Where a Third Party or Responsible Adult collection takes place, the Contractor shall:</p> <p>(a) Verify that the Third Party or Responsible Adult Collector is in possession of a valid authorisation letter provided by the Authority (b) For Responsible Adult transactions ONLY identification of person(s) under the age of 18 years old will need to take place by matching the document numbers on the Travel Document and the BRP envelope and if necessary the photographs on vignette and BRP. This should only take place if the person(s) under the age of 18 years old elects to collect their BRP alongside a Responsible Adult. If the person(s) under the age of 18 years old requests a Third party to collect their BRP then the person(s) under the age of 18 years old is not required to be present. (c) Verify the identity of the Third Party or Responsible Adult Collector via their own BRP, a Passport (any nationality) or UK photo driving license (same wording as</p>

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			<p>above in confirming ID) or National Identity card - EEA Nationals only; and (d) Verify that the Third Party or Responsible Adult Collector's Third Party or Responsible Adult Authorisation Letter is matched to the Third Party or Responsible Adult Authorisation Notification sent directly from the Authority to the Contractor; and (e) Retrieve the BRP Envelope(s) from storage, and (f) The BRP is available within the Collection Point and not subject to a recall notice (60 day expiry window elapsed, or specific request received from BIDMU). (g) Verify that the Third Party or Responsible Adult Collector is in possession of the Travel Document containing the vignette belonging to the individual for whom a BRP is to be collected, and (h) Confirm that the BRP Envelope reference matches the Unique Reference Number on the Third Party or Responsible Adult Collector's letter of authority, and (i) Perform Identity Verification Checks against photo, Vignette and BRP, and (j) Issue the BRP to the Third Party or Responsible Adult Collector if the Identity Verification Checks are passed.</p> <p>If these requirements are not met, the Contractor shall advise the Customer accordingly and offer a BRP Collection Leaflet.</p>
<p>7. Handover of BRP Envelopes</p>	<p>CC_176</p>	<p>Handover of BRP and Related Documents</p>	<p>If the Contractor is satisfied that identity verification has been successful, the Contractor shall handover the BRP Envelope and associated documents (Travel Document, Decision Letter, Letter of Authority and Photo ID) to the Customer.</p>
<p>7. Handover of BRP Envelopes</p>	<p>CC_166</p>	<p>Logging of BRP Handover</p>	<p>The Contractor shall log the handover of the BRP Envelope to the Customer. The Log should include: - Details of the BRP (barcode number) - Transaction details - date, time, Collection Point, operative, collection type (applicant, group, third party or responsible adult).</p>
<p>7. Handover of BRP Envelopes</p>	<p>CC_061</p>	<p>Record of collection by Third</p>	<p>Where the Customer or an authorised third party or responsible adult has</p>

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		Party/Responsible Adult	<p>collected or attempted to collect BRP Envelopes, the Contractor shall maintain an audit log of identification documents used for successful/ unsuccessful collection.</p> <ul style="list-style-type: none"> - Third Party or Responsible Adult Collector - Name, Address, form of ID (valid) to confirm third party or responsible adult collectors identity.
7. Handover of BRP Envelopes	CC_171	General Requirement for Hand-over of BRPs	<p>The Contractor shall only hand over the BRP Envelope to the Customer for each BRP where identity verification checks are completed successfully. In some instances this might mean that only some BRPs are issued when a Family Group Collection takes place. For each instance where a BRP is not given to the customer a single BRP Collection Leaflet is to be given instead.</p>
7.1 Address Capture	PCPH_024	Address Capture	<p>During each transaction the Contractor shall capture the current home address of the Customer and/ or any other Applicants that the Customer has collected by third party or responsible adult.</p> <ul style="list-style-type: none"> - The Contractor is to capture the following contact details: unique identifier, name, home address, phone number (landline / mobile), and email address pertinent to the holder of each BRP collected. - Format - tab delimited - Frequency - Daily <p>It is mandatory that the Contractor attempt to collect the Customer's home address, however it is not mandatory for the customer to provide the address. A Customer not providing an address should not prevent a BRP being issued assuming all other aspects of the process are followed.</p>
8. Customer failed verification	CC_018	Process for Managing Failed Identity Verification	<p>The Contractor shall implement a process for managing the BRP Envelopes of Customers who fail identity verification. This must include:</p> <ul style="list-style-type: none"> - Repackaging the BRP and associated documents - Making the BRP unavailable for Customer collection - Informing the Authority about the failed identity verification - Return of the BRP and associated

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			documents to the Authority alongside routine weekly BRP return deliveries.
8. Customer failed verification	CC_147	Required action when there are No Travel Document/Vignette	In the event that the Customer does not provide a Travel Document, or the Travel Document does not contain a vignette the transaction cannot commence. The Contractor shall provide the Customer with a BRP Collection Leaflet.
8. Customer failed verification	CC_163	Review of Transaction	In the event of photo mis-match, the Contractor branch clerk is to confirm this with their supervisor to ensure correct process application. If after this secondary check the mis-match remains the Contractor is to issue a BRP Collection Leaflet, and bring the transaction to a close.
8. Customer failed verification	CC_165	Report of Photo Mis-match	The Contractor shall report instances of failed identity verification to the Authority as part of the routine MI schedule.
9. Failure to collect - 60 Days	CC_008	Secure return of uncollected BRPs	The Contractor shall securely deliver to the Authority any BRP Envelopes which remain uncollected after 60 calendar days of arrival within a Collection Point Collection Window (Availability).
11. Security - General	CC_005	Secure Delivery to Collection Points	The Contractor shall securely deliver the BRP Envelopes: <ul style="list-style-type: none"> - From the Secure Production Facility to the Contractor's Sorting Centre - From the Contractor's Sorting Centre to the agreed Collection Points. - From Contractor possession to handover to Customer, or Return to the Authority (This list is not exhaustive)
11. Security - General	CC_048	Physical Security	The Contractor shall ensure that there are no BRPs that are unaccounted / unavailable for collection. Losses might include: <ul style="list-style-type: none"> - Accidental destruction of a BRP Envelope - A BRP Envelope found to be absent following reconciliation - Permanent loss of a BRP Envelope - Temporary loss or misplacement of a

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			BRP Envelope (This list is not exhaustive)
11. Security - General	CC_049	Physical Security in Transit	The Contractor shall transport BRP Envelopes between the Secure Production Facility and the Contractor's sorting location(s) such that losses and theft at both ends and en route are prevented. All BRPs are to be accounted for, and made available for collection.
11. Security - General	CC_050	Physical Security at Sorting Centre(s)	The Contractor's Sorting Centre(s) shall be a secure location that ensures that losses and theft are prevented.
11. Security - General	CC_051	Protection against Physical Damage	The Contractor shall use its best endeavours to ensure that no damage of any kind occurs to BRP Envelopes or their contents
11. Security - General	CC_085	Lost BRP Envelopes	The Contractor shall inform the Authority of the details of any BRP Envelope that the Contractor cannot account for whilst under their responsibility. Providing: <ul style="list-style-type: none"> - Missing BRP Notification by the end of the working day, or within 8 clock hours (whichever occurs soonest) from when the absence is discovered. - Missing BRP Report within 24 clock hours from when the absence is discovered.
11. Security - General	CC_101	Disaster Recovery Plan	The Contractor shall agree with the Authority a Disaster Recovery Plan for the Contractor's courier & collection Service 1 month before Go Live.
11. Security - General	CC_111	Support with Risk Management	The Contractor shall maintain & share with the Authority risk registers for the services
11. Security - General	CC_142	Storage of BRP envelopes at Collection Points	The Contractor shall place BRP envelopes in secure storage when envelopes are delivered. At no stage in the E2E process are BRPs to be left in an area that is not deemed secure.

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<p>12. Security - Tracking</p>	<p>CC_002</p>	<p>BRP Tracking Capability</p>	<p>The Service shall enable the location and movement of BRP Envelopes to be tracked both by the Authority and the Contractor up to the point of collection. This includes any re-direction of the BRP Envelope to an alternate Collection Point requested by either the Customer or the Authority.</p>
<p>12. Security - Tracking</p>	<p>CC_006</p>	<p>Record of Delivery at Collection Point</p>	<p>The Contractor shall maintain a record of delivery and receipt of BRP Envelopes at Collection Points.</p>
<p>12. Security - Tracking</p>	<p>CC_017</p>	<p>BRP Tracking</p>	<p>The Contractor shall define a process that shall deal with BRP Envelopes that become unaccountable for while in possession of the Contractor. This must include:</p> <ul style="list-style-type: none"> - Procedure for searching for and locating unaccounted BRP Envelopes - Procedure for recording losses of BRP Envelopes - Procedure for reporting the loss of BRP Envelopes to the Authority, providing a Missing BRP Notification by the end of the working day, or within 8 clock hours (whichever occurs soonest) from when the loss is discovered. - Procedure for submitting a Missing BRP Report, within 24 clock hours from when the loss is discovered. <p>Subject to agreement by the Authority.</p>
<p>12. Security - Tracking</p>	<p>CC_030</p>	<p>Reconciliation of Collected Consignment of BRPs</p>	<p>For every collection of BRP Envelopes from the Secure Production Facility the contractor shall ensure that electronic data files of BRP Envelope are received into and processed by the Contractor's tracking system.</p>
<p>12. Security - Tracking</p>	<p>CC_033</p>	<p>Reconciliation of Collected Consignment of BRPs</p>	<p>The Contractor shall reconcile individual details and the total number of BRP Envelopes against the DVLA Collection Manifest for each collection from the Secure Production Facility.</p>
<p>12. Security - Tracking</p>	<p>CC_047</p>	<p>Auditable Collection</p>	<p>The Contractor shall transfer the auditable records of collection and movement to its tracking system to the Authority before the start of the Authority Working Day. (08:30am)</p>

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<p>12. Security - Tracking</p>	<p>CC_066</p>	<p>Status Monitoring</p>	<p>The Contractor shall monitor and track the status of every BRP Envelope at all of the following stages:</p> <ul style="list-style-type: none"> - en route to sorting centre, - at sorting centre, - en route to collection point, - at collection point, - collected, - Identity Verification failed, - en route to NEW collection point (Authority Request) - en route to NEW collection point (Customer Request) - at NEW collection point (Authority Request) - at NEW collection point (Customer Request) - recalled to the Authority, - returned to the Authority.
<p>12. Security - Tracking</p>	<p>CC_168</p>	<p>BRP Reconciliation</p>	<p>The Service must be capable of reconciling the number of BRP Envelopes received with the number of BRP Envelopes recorded in the Secure Collection Centre manifest, or subsets of this manifest as the BRP envelopes are routed to their Collection Points.</p>
<p>13. Security - Vehicles</p>	<p>CC_052</p>	<p>Vehicular access to the Production Facility</p>	<p>The Contractor shall provide a list of registration numbers of vehicles and approved drivers to be used to transport BRP Envelopes to ensure that only authorised vehicles and personnel are allowed on site. The regularity of these updates will be agreed with the Authority one month prior to Go Live.</p>
<p>13. Security - Vehicles</p>	<p>CC_104</p>	<p>Standard of Vehicle used for Transportation of BRP's</p>	<p>The Contractor shall ensure vehicles used for the courier Service are presented & maintained to a high standard, and are able to access each of the collection locations</p>
<p>13. Security - Vehicles</p>	<p>CC_105</p>	<p>Standard of Vehicle used for Transportation of BRP's</p>	<p>The Contractor shall ensure that all vehicles used for the secure courier services meet Department of Transport (possess MOT and insurance) standards</p>
<p>13. Security - Vehicles</p>	<p>CC_106</p>	<p>Vehicle Capacity</p>	<p>The Contractor shall ensure that courier vehicles are capable of transporting the required volume of containers or packages.</p>

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<p>13. Security - Vehicles</p>	<p>CC_173</p>	<p>Vehicle Constraints</p>	<p>Vehicles must be capable of entering Secure Collection Facility to collect BRP packets within the following constraints:</p> <p>Max Height: 4.2m Max Width: 7.2m Weight Restrictions: Not applicable</p>
<p>14. Security - Damage</p>	<p>CC_094</p>	<p>Repackaging of BRP Envelopes</p>	<p>The Contractor shall re-package BRP Envelope(s):</p> <ul style="list-style-type: none"> - where the original packaging has been damaged beyond repair, or - where a BRP Envelope has been opened in error. <p>This repackaging shall be completed:</p> <ul style="list-style-type: none"> - as soon as the damage is discovered, and - to a similar standard as the original Envelope, and - at the Contractor's expense. <p>Re sealed packages and replaced packages are to be distinguishable to the Authority and Contractor. Responsibility for these actions (individual, Collection Point URN /FAD, date stamp) is to be recorded on the packaging.</p>
<p>14. Security - Damage</p>	<p>CC_095 & CC_097</p>	<p>Damage Reporting</p>	<p>The Contractor shall notify the Authority when:</p> <ul style="list-style-type: none"> - The BRP Envelope or its contents have been damaged, or - The BRP Envelope has been damaged or unsealed to the extent that part or all of its contents may be missing, and - The Contractor shall notify the Authority within the same day of the event occurring. This notification is to contain: <ul style="list-style-type: none"> o the Authority Unique Identifier o The date the damage was detected o The location where the damage took place o The nature, cause & remedial actions concerning the damage & the actions proposed to prevent re-occurrence o Any details required by security incident procedures
<p>14. Security - Damage</p>	<p>CC_098</p>	<p>Damage Compensation</p>	<p>The Contractor shall provide compensation to the Authority in the event of damage to the contents of a BRP Envelope whilst within their possession.</p> <p>The Authority shall assume that all BRP Envelopes are undamaged when the</p>

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			<p>Contractor first takes possession of the BRP envelopes from the Secure Production Facility, unless; following the first BRP Envelope reconciliation against Secure Production Facility Manifest the Contractor reports otherwise.</p> <p>This compensation shall be agreed between the Authority and the Contractor in the Operational Service Agreement</p>
14. Security - Damage	CC_099	Damage Agreement	<p>The Contractor shall work with the Authority during the definition of the Operational Service Agreement to agree the approach to be followed in the event of damage to a BRP Envelope or its contents</p>
15. Security - Recall	CC_080	Recall of BRP to BIDMU	<p>The Contractor shall provide a mechanism to recall a BRP Envelope on instruction by the Authority at any stage in the collection chain using its best endeavours to locate it & return it to the Authority, returning them to The Authority within 7 calendar days..</p>
15. Security - Recall	CC_096	Timeliness of Report	<p>The Contractor will confirm to the Authority within a day of receiving notification from the Authority the following:</p> <p>A BRP Envelope, recalled at the request of the Authority, was made unavailable for collection within 4 hours of receiving the notification from the authority.</p> <p>This confirmation is to include the Unique identifier associated with each Envelope affected.</p>
16. Security - Reporting	CC_112	Support with Project Assurance	<p>The Contractor shall support the Authority in preparing for any internal or external assurance review process</p>
16. Security - Reporting	CC_116	Support with Readiness Assessment	<p>During the transition phase, the Contractor shall provide evidence that all agreed requirements have been satisfied</p>
16. Security - Reporting	CC_129	Security Marking of Management Information	<p>The Contractor shall ensure that all Management Information carries protective markings in accordance with the Authority Protective Marking Policy and the Security Policy Framework</p>
16. Security - Reporting	CC_174	Provision of MI	<p>The Contractor shall provide the Authority with weekly Management Information Reports. These are to be submitted on the</p>

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			final working day of each week by 4pm. The information contained covers a period from Friday to Thursday.
17. Security - Staff	CC_003(i)	Security Clearance of Staff	<p>In line with the Staff Vetting Procedures outlined in Schedule 2.1 (Authority Requirements) of the FOCS Agreement the Contractor shall ensure that the following security checks are carried out in respect of the Contractor Personnel:</p> <p>(a) identity check; (b) verification of nationality and immigration status (including an entitlement to undertake the work in question); (c) employment history (past 3 years); (d) verification of criminal record and basic disclosure certificate checks</p> <p>The Authority reserves the right to carry out its own Pre Employment Checks to further verify the information provided by the Contractor in respect of any Contractor or Sub-Contractor Personnel proposed to be involved in the provision of Services. The Contractor shall therefore provide with the Authority with any information it requires to carry out these Pre Employment Checks.</p>
18. Management	CC_021	Cooperation with Defining Production Collection SLA	The Contractor shall co operate with the Authority & Secure Production Facility in defining an Operational Service Level Agreement which shall document in detail the interface between the Contractor and the Secure Production Facility
18. Management	CC_074 & CC_077 (Combined)	Customer Issue Escalation	<p>The Contractor is to attempt to resolve all Customer complaints. Reporting to the Authority any complaint that cannot be resolved in branch either:</p> <ul style="list-style-type: none"> • Fully • or agreement reached between Contractor / Customer the steps and timescales to resolve the complaint <p>This report is to be provided to the Authority within 48 hours of the complaint being raised with the Contractor.</p>
18. Management	CC_078	Customer Enquiries SLA	The Contractor shall work with the Authority to define in the Operational Service Agreement the approach that the

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			Contractor shall take to handling the Customers tracking queries & complaints
18. Management	CC_102	Business Continuity Plan	The Contractor shall agree with the Authority a Business Continuity Plan for the Service one month before 'Go-Live'.
18. Management	CC_108	Project Management & Transition	The Contractors shall provide its overall transition methodology and plan for its provision of the Services.
18. Management	CC_118	Support with Exit Management	The Contractor shall co-operate with the Authority & subsequent Contractors at the end of the contract such that there is no interruption of Service during transition
18. Management	CC_120	Continuous Improvement	The Contractor shall work to continuously improve the Service & Service efficiency, such that cost savings are shared with the Authority
18. Management	CC_123	Reporting of Remedial Actions	The Contractor shall include in the scope of Management Information, issues prompted by Customer feedback and complaints, with action plans to improve Customer Service in those areas
18. Management	CC_125	Provision of Electronic Reports	The Contractor shall provide the Authority with data files, corresponding to all Management Information, so that the Authority can derive additional reports as necessary, in a format to be agreed with the Authority
18. Management	CC_128	Quality Improvement	The Contractor shall work with the Authority to: - monitor & improve data quality; and - resolve data quality issues as and when identified.
18. Management	CC_130	Management Information Ownership	The Contractor shall agree that Management Information & service data relating to the Service provided is the property of the Authority.
18. Management	CC_131	Single Point of Contact	The Contractor shall provide named contacts to provide support with operational and financial queries during working hours.
18. Management	CC_140	Business Capacity	The Contractor shall have the capacity to collect, sort & deliver all BRP Envelope output volume produced , which will vary by season & due to legislative changes

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			and which shall vary during the lifetime of the contract in agreement with the authority
18. Management	CC_032	Collection Manifest	The Contractor shall design and implement a data exchange arrangement (in co-operation with DVLA) to facilitate the reconciliation of BRP collection manifests.
19. Infrastructure	CC_134	Infrastructure	The Contractor shall provide all systems & technical infrastructure necessary for the provision of Services.
19. Infrastructure	CC_138	IT Training (Post Office)	The Contractor shall train staff in the use of the Contractor's systems provided in support of the Service
20. Process Gaps	CC_175	Exception Processes	The Contractor will agree exception handling processes with the Authority up to one month prior to the service going live. These exceptions will include (though not exclusively): <ul style="list-style-type: none"> - processes for issuing BRPs to individuals whose travel Documentation / ID Documentation has been lost and or replaced. - Identity Verification exceptions.
21. Security	S_001	Security	The Contractor to specify the security arrangements in place to protect BRPs from the point of collection from the Secure Production Facility up to and including the point where a BRP is a) issued to a customer, or b) returned to the Authority. This includes (but is not exhaustive): <ul style="list-style-type: none"> - The logistics fleet and associated security - Personnel - Interim storage and sorting points - In branch security (by day, by night, during collection)

18 Annex 2 - Service Levels and Service Credits

1. Scope

This Annex 2 sets out:

- The Service Levels which the Contractor is required to achieve when delivering the Services,
- The Service Credits which the Contractor is required to pay for failing to meet a Required Service Level,
- The Notification Thresholds,
- The Termination Thresholds and
- The method by which the Contractor's performance of the Services will be monitored.

This Annex comprises:

- 1.1 Part A: Service Levels and Service Credits;
- 1.2 Appendix 1 to Part A - Service Levels Detailed Descriptions;
- 1.3 Appendix 2 to Part A – Service Level Scenarios;
- 1.4 Appendix 3 to Part A - Summary of Service Levels and Service Credits; and
- 1.5 Part B: Performance Monitoring.

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PART A - Service Levels and Service Credits

1. Principles

1.1 The objectives of the Service Levels and Service Credits are to:

- 1.1.1 Ensure that the Services are of a consistently high quality and meet the requirements of the Authority;
- 1.1.2 Provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the level of Service which it has contracted to deliver; and
- 1.1.3 Incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

2. Service Levels

2.1 The Service Levels applicable to this Agreement and their corresponding Service Credits are set out in detail in Appendix 1 and Appendix 2 to this Part A and are outlined below in this Paragraph 2.1:

- SL-1** - Timely Availability of BRP for Collection by Customer
- SL-2** - Timeliness of Return of BRP's to Authority
- SL-3** - Timeliness of Redirection of BRP's
- SL-4** - Issue of BRP to correct customers
- SL-5** - Timeliness of Providing Notification of Missing BRP
- SL-6** - Timeliness of Providing Report of Missing BRP
- SL-7** - Timeliness of Providing Complete Management Report
- SL-8** - Timeliness of Providing Daily Tracking Data

2.2 The Contractor shall monitor its performance of each of the Services against the Service Level(s) for that Service as set out in Paragraph 2.1 and shall send the Authority a report detailing the level of service which was achieved in accordance with the provisions of Part B of this Schedule 2.2.

2.3 The Contractor shall, at all times, provide the Services in such a manner that the Required Service Level for each Service is achieved.

3. In line with these Service Levels and Service Credits provisions the Contractor shall meet the cost incurred by the Authority for replacing any Biometric Residence Permits that cannot be accounted for by the Contractor solely as a result of a failure by the Contractor to fulfil its obligations under this Agreement. A payment of **<REDACTED>** shall be made by the Contractor to the Authority for each Biometric Residence Permits that the Contractor cannot account for.

4. Repeat and Persistent Failures

4.1 If the Contractor fails to achieve the same Required Service Level during six (6) consecutive months or during six (6) months in any twelve (12) months, such failure shall be deemed to be a "**Repeat Failure**".

4.2 In the event of a Repeat Failure, the Contractor shall:

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- 4.2.1 Be deemed to have reached the Notification Threshold; and.
- 4.2.2 Take all reasonable steps to resolve the underlying cause of the Repeat Failure and prevent recurrence.
- 4.3 The Contractor shall be deemed to have reached the Termination Threshold in the event of two (2) Repeat Failures.

5. Service Credits

- 5.1 Service Credits will accrue as set out in Appendix 2 to Part A of this Schedule 2.2 (Service Levels and Service Credits).
- 5.2 The liability of the Contractor in respect of Service Credits will be limited in accordance with Clause 55.2.5 (Limitations on Liability)
- 5.3 The Contractor shall within ten (10) Working Days after the end of the relevant Measurement Period issue a credit note to the Authority for a sum equal to the Service Credits payable for that Measurement Period and such sum shall be recoverable by the Authority in accordance with the relevant provisions of Schedule 7.1 (Charges and Invoicing).
- 5.4 The Authority shall use the performance reports provided pursuant to Part B of this Schedule to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant month.
- 5.5 Service Credits are a reduction of the amounts payable to the Contractor in respect of the Services and do not include VAT.

6. Nature of Service Credits

The Contractor confirms that it has modelled the Service Credits and has taken them into account both in setting the level of the Charges and in calculating its Financial Model. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance. The Parties acknowledge that the Service Credits represent a genuine pre-estimate of the Authority's direct losses for the Service Failures to which they relate.

7. Application of Thresholds

- 7.1 If the level of performance of the Contractor of any element of a Service during the relevant Measurement Period:
 - 7.1.1 Achieves the Required Service Level in respect of each element of the Service, no Service Credits will accrue in respect of the Services;
 - 7.1.2 Is below the Required Service Level but above the Termination Threshold in respect of any element of the Service, the appropriate value of Service Credits shall be payable in respect of that element of the Service;
 - 7.1.3 Is below the Notification Threshold in respect of any element of the Service, the Contractor shall undertake the remedial action set out in Clause 11.3 in addition to accruing the Service Credits which are payable in respect of that element of the Service;
 - 7.1.4 Constitutes a Critical Service Failure, the Authority shall be entitled to terminate the Agreement pursuant to Clause 58.3.5 (g) (Termination Rights) and/or seek damages at large in addition to accruing the Service Credits which are already payable by the Contractor to the Authority.

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- 7.2 For the avoidance of doubt, any Service Credits paid by the Contractor to the Authority in respect of any Critical Service Failure in accordance with Paragraph 6.1.4 above shall be deducted from any amount of damages at large sought by the Authority in respect of such Critical Service Failure under Paragraph 6.1.4.

APPENDIX 1 TO PART A - Service Levels Detailed Descriptions

SL-1 - Timely Availability of BRP for Collection by Customer

Availability of BRP for collection by the Customer within the specified time

SL-2 - Timeliness of Return of BRP's to Authority

Timeliness of the return of recalled BRP's (within 5 working days) of:

- The Authority making the request; and/ or of
- the expiry of the 60 day collection window

SL-3 - Timeliness of Redirection of BRP's

Timeliness of successful Redirection of BRP's (within 5 working days) of the request being made by:

- The Authority or
- The Customer

SL-4 - Issue of BRP to correct customers

BRP's issued to correct Customers

SL-5 - Timeliness of Providing Notification of Missing BRP

Timeliness of Providing the Authority with Missing BRP Notification

SL-6 - Timeliness of Providing Report of Missing BRP

Timeliness of Providing the Authority with a Missing BRP Report

SL-7 - Timeliness of Providing Complete Management Report

Timeliness of Providing the Authority with a complete Management Report

SL-8 - Timeliness of Providing Daily Tracking Data

Timeliness of daily tracking data being available

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APPENDIX 2 TO PART A - Service Level Scenarios

#	Scenario	Title	Component OF Transaction Fee			Charges at risk	Travel Expenses Compensation	KPI
			Logistics	Redirection only	Agent (Collection)			
1	Late Delivery - 1(No impact on Collection)	A BRP is not delivered to a Collection Point on time. The Customer attempts collection after the BRP arrives within the collection Point and Collection is successful.	X	N/A	✓	Logistic Component will NOT be payable by Home Office. Staff and Agent (Collection) Component will BE payable by the Home Office	N/A	SL-1
2	Late Delivery - 2(Impact on Collection)	A BRP is not delivered to a Collection Point on time. The Customer attempts collection before the BRP arrives within the Collection Point and Collection is therefore unsuccessful.	X	N/A	X	Logistic Component will NOT be payable by Home Office. Staff and Agent (Collection) Component will NOT payable by the Home Office	Reasonable Travel expenses incurred for the purposes of re-collection are payable to the Customer by POL.	SL-1

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3	Late Return - 1	A BRP is recalled by the Authority but does not arrive within the prescribed KPI time limit.	X	N/A	N/A	Logistic Component will NOT be payable by Home Office	N/A	SL-2
4	Late Return -- 2	A BRP is returned to the Authority after 60 days but does not arrive within the prescribed KPI time limit.	X	N/A	N/A	Logistic Component will NOT be payable by Home Office	N/A	SL-2
5	Redirection - 1(No Impact on Collection)	A BRP is redirected from initial Collection point to an alternate Collection Point at the request of the Authority. The BRP does not arrive at the new Collection Point within the prescribed KPI time limit however subsequent Collection by the Customer is successful.	✓	X	✓	Logistic Component will BE payable by the Home Office. Logistic Redirection Only Component will NOT be payable by Home Office. Staff and Agent (Collection) Component will BE payable by the Home Office	N/A	SL-3SL-1 or SL-2
6	Redirection - 1(Impact on Collection)	A BRP is redirected from initial Collection point to an alternate Collection Point at the request of the Authority. The BRP does not arrive at the new Collection Point within the prescribed	✓	X	X	Logistic Component will BE payable by Home Office. Logistic Redirection Only Component will NOT be payable by Home Office	Reasonable Travel expenses incurred for the purposes of re-collection are payable to the Customer by POL.	

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		KPI time limit and Collection by the Customer is unsuccessful.				Staff Agent (Collection) Component will NOT be payable by the Home Office		
7	Redirection - 2(No Impact on Collection)	A BRP is redirected from distribution centre to an alternate Collection Point at the request of the Customer. The BRP does not arrive at the new Collection Point within the prescribed KPI time limit; however subsequent Collection by the Customer is successful.	N/A	X	✓	Logistic Redirection Only Component will NOT be payable by Home Office. Staff and Agent (Collection) Component will BE payable by the Home Office.	N/A	SL-3SL-1 or SL-2
8	Redirection - 2(Impact on Collection)	A BRP is redirected from distribution centre to an alternate Collection Point at the request of the Customer. The BRP does not arrive at the new Collection Point within the prescribed KPI time limit, and subsequent Collection is unsuccessful	N/A	X	X	Logistic Redirection Component will NOT be payable by Home Office. Staff and Agent (Collection) Component will NOT be payable by the Home Office.	N/A	
9	Incorrectly Issued BRP	A BRP is issued to an incorrect Customer	✓	N/A	X	Logistic Component will	Reasonable Travel expenses	SL-4SL-2

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		(assumes delivery of BRP to Collection Point on time).				BE payable by Home Office. Staff and Agent (Collection) Component will NOT be payable by the Home Office.	incurred for the purposes of re-collection are payable to the Customer by POL.	
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APPENDIX 3 TO PART A - Summary of Service Levels and Service Credits

Summary of Service Levels and Service Credits										
#	Service Area	Service Level	Description	Measurement	Reporting Period	Required Service Level	Notification Threshold	Termination Threshold	Req. No.	KPI Principle
SL-1	Timely Availability of BRP for Collection by Customer	95%	Availability of BRP for collection by the Customer within the specified time	The Percentage of BRP's available for collection by the Customer	Weekly	100% of BRP's available for collection by the Customer within 5 working days of being collected from DVLA by the Contractor	90%	80%	CC_03 8	Key Principle: (Service Level Aligned to the Commercial Model)- The BRP has not arrived at the specified location within the required time the Logistics element of the transaction fee will not be charged / paid.- The BRP is not available when the Customer attempts Collection the Collection element of the transaction fee will not be charged / paid. - The Contractor will be liable to compensate the Customer and any companions for the travel expenses incurred for the attempted collection. (This is dependant of a

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										correct internal process being in place to manage this).
SL-2	Timeliness of Return of BRP's to Authority	95%	Timeliness of the return of recalled BRP's (within 5 working days) of:- The Authority making the request; and/ or of- the expiry of the 60 day collection window	The Percentage BRP's returned within the required working days	Weekly	100% of BRP's returned to the Authority within 5 working days of request or of expiry of the collection window.	90%	80%	CC_08 0CC_0 08	Key Principle: (Service Level Aligned to the Commercial Model) - The BRP has not arrived at the specified location within the required time the Logistics element of the transaction fee will not be charged / paid.
SL-3	Timeliness of Redirection of BRP's	95%	Timeliness of successful Redirection of BRP's (within 5 working days) of the request being made by: - The Authority or- The Customer	The Percentage BRP's returned within the required working days	Weekly	100% of BRP's successfully redirected within 5 working days of request being made	90%	80%	CC_08 2CC_0 71	Key Principle: (Service Level Aligned to the Commercial Model) - The BRP has not arrived at the specified location within the required time the Logistics element of the transaction fee will not be charged / paid.

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SL-4	Issue of BRP to correct customers	95%	BRP's issued to correct Customers	The Percentage BRP's issued to Correct Customers	Weekly	100% of BRP's successfully issued to correct Customers	1 BRP per 20k	1 BRP per 10k	CC_16 7	Key Principle: (Service Level Aligned to the Commercial Model) - Collection element of the Transaction fee = Not Payable (as successful collection (by the correct Customer) has not taken place. - Logistics element of the fee = Payable as this has been carried out by the Contractor. (assumed on time)- The Contractor will be liable to compensate the Customer and any companions for the travel expenses incurred for the attempted collection. - The Contractor to meet the cost incurred by the Authority for replacing the BRP.
SL-5	Timeliness of Providing Notification of Missing BRP	95%	Timeliness of Providing the Authority with <i>Missing BRP Notification</i>	The Percentage of Notifications of Missing BRP's Provided	As required	100% of Notifications of Missing BRP's Provided within Times specified by the Authority	90%	80%	CC_08 5	Key Principle: Service Level NOT Aligned to the Commercial Model as this has no impact on the Core Service Provision (Successful Collections) - Failure to meet this Service Level to impact the % of profit payable on the monthly invoice.
SL-6	Timeliness of	95%	Timeliness of	The Percentage of	As	100% of Reports	90%	80%	CC_08	Key Principle: Service

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	Providing Report of Missing BRP		Providing the Authority with a <i>Missing BRP Report</i>	Reports of Missing BRP's Provided	required	of Missing BRP's Provided within Times specified by the Authority			5	Level NOT Aligned to the Commercial Model as this has no impact on the Core Service Provision (Successful Collections) - Failure to meet this Service Level to impact the % of profit payable on the monthly invoice.
SL-7	Timeliness of Providing Complete Management Report	95%	Timeliness of Providing the Authority with a complete Management Report	The Percentage of Complete Management Reports Provided	Weekly	100% of Complete Management Reports Provided within Times specified by the Authority	90%	80%	CC_17 3	Key Principle: Service Level NOT Aligned to the Commercial Model as this has no impact on the Core Service Provision (Successful Collections) - Failure to meet this Service Level to impact the % of profit payable on the monthly invoice.
SL-8	Timeliness of Providing Daily Tracking Data	95%	Timeliness of daily tracking data being available.	The Percentage of Daily Tracking Data Provided	Daily	100% of Daily Tracking Data Provided within Times specified by the Authority	90%	80%	CC_04 7	Key Principle: Service Level NOT Aligned to the Commercial Model as this has no impact on the Core Service Provision (Successful Collections) - Failure to meet this Service Level to impact the % of profit payable on the monthly invoice.

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PART B - Performance Monitoring

This Part B is to be read in conjunction with Schedule 8.1 (Governance).

1. Principles

- 1.1 This Part B provides the methodology for monitoring the Services:
 - 1.1.1 To ensure that the Contractor is complying with the Service Levels; and
 - 1.1.2 For identifying any Service Failures in the performance of the Contractor and/or delivery of the Services ("**Performance Monitoring System**").
- 1.2 Within twenty (20) Working Days of the Operational Go – Live Date the Contractor shall provide the Authority with a Performance Monitoring System for the Authority's approval (not to be unreasonably withheld or delayed) which shall, as a minimum, include details of the Contractor's proposals in respect of the following:
 - 1.2.1 Performance review;
 - 1.2.2 Authority audit;
 - 1.2.3 The processes and systems the Contractor will put in place to monitor effectively its performance of the Services as against the Service Levels;
 - 1.2.4 The format and content of the Performance Monitoring Report; and
 - 1.2.5 How the Contractor will comply with the obligations set out in Part B of this Schedule 2.2.
- 1.3 The Authority shall notify the Contractor within ten (10) Working Days of its receipt of the draft Performance Monitoring System of its response (approval or rejection) to it. The draft Performance Monitoring System shall not be deemed to have been approved if no notice of approval is given during such period. If the draft Performance Monitoring System is approved by the Authority it shall be adopted immediately.
- 1.4 If the Authority gives notice of its rejection of the draft Performance Monitoring System, it shall in such notice identify the changes it requires to be made to it. The Contractor shall amend the draft Performance Monitoring System so as to incorporate the changes required by the Authority and re-submit the amended draft Performance Monitoring System to the Authority for approval within five (5) Working Days of receipt of the Authority's rejection notice. If the Authority does not approve the draft Performance Monitoring System following its resubmission to the Authority pursuant to the provisions of this Paragraph 1.4, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.5 The Contractor shall ensure that the Performance Monitoring System shall be maintained and updated by the Contractor as may be necessary to reflect the then current state of the Services. An updated Performance Monitoring System shall be forwarded to the Authority for approval at least once every month during the Term in accordance with the agreed reporting schedule, and within five (5) Working Days of receipt by the Contractor of any request from the Authority for an update. The Authority shall be entitled to require reasonable amendments to the updated Performance Monitoring System and the Contractor shall make such amendments and re-submit a further updated Performance Monitoring System to the Authority for approval. Until such time as the updated Performance Monitoring System is approved by the Authority the Performance Monitoring System then existing (that is to say prior to the update) shall continue to apply.

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- 1.6 The Parties shall consider and review the Performance Monitoring System at the Call-Off Performance Management Board pursuant to Schedule 8.1 (Governance).
- 1.7 The Authority shall be entitled to reasonably require changes to the Performance Monitoring System, which shall be implemented in accordance with the Change Control Procedure.
- 1.8 Without prejudice to the provisions of Paragraphs 1.5 and 1.7 of this Part B each of the Authority and the Contractor shall have the right to propose any Changes to the Performance Monitoring System in accordance with the Change Control Procedure. For the avoidance of doubt, any requests for Changes to the Performance Monitoring System shall be dealt with via the Change Control Procedure.

2. Performance Monitoring and Performance Review

- 2.1 Within ten (10) Working Days of the end of each month, the Contractor shall provide Performance Monitoring Report to the Authority.
- 2.2 The Performance Monitoring Report shall be in the format set out in the Performance Monitoring System and shall contain, as a minimum, the following information in respect of the month just ended:
 - 2.2.1 The monitoring which has been performed in accordance with the Performance Monitoring System with a summary of any issues identified by such monitoring including any occurrences of the Service Failures having the effect of taking the Service Levels below the Notification Thresholds;
 - 2.2.2 For each Service Level, the actual performance achieved over the month, and that achieved over the previous three (3) months;
 - 2.2.3 A summary of all Service Failures that occurred during the Measurement Period;
 - 2.2.4 The level of each Service Failure which occurred;
 - 2.2.5 Which Service Failures remain outstanding and progress in resolving them, the cause of the fault and any action being taken to reduce the likelihood of recurrence;
 - 2.2.6 For any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 2.2.7 The Service Credits to be applied in respect of that month indicating the Service Failure(s) to which the Service Credits relate;
 - 2.2.8 A rolling total of the number of Service Failures that have occurred and the amount of Service Credits that have been incurred by the Contractor over the past six (6) months;
 - 2.2.9 Relevant particulars of any aspects of the performance by the Contractor which fail to meet the requirements of the Agreement; and
 - 2.2.10 Such other details as the Authority may reasonably require from time to time.
- 2.3 The draft Performance Monitoring Report shall be reviewed and its contents agreed by the Parties at the Performance Review Meeting which immediately follows the issue of such report in accordance with Paragraph 2.5 of this Part B.

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- 2.4 The Contractor shall provide the Authority with a quarterly written summary of the Performance Monitoring Reports that have been prepared during that Quarter ("**Quarterly Summary**"). The Quarterly Summary shall be provided by the Contractor to the Authority within five (5) Working Days of the end of each Quarter, and shall be reviewed at the Performance Review Meeting which immediately follows its issue. The Quarterly Summary shall contain such details as the Authority shall reasonably require.
- 2.5 The Parties shall attend Performance Review Meetings on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Contractor and the Authority of the Performance Monitoring Reports and Quarterly Summaries (where relevant). The Performance Review Meetings shall (unless otherwise agreed):
- 2.5.1 Take place within one (1) week of the Performance Monitoring Report being issued by the Contractor;
- 2.5.2 Take place at such location and time (within normal business hours) as the Authority shall reasonably require unless otherwise agreed in advance;
- 2.5.3 Be attended by the Contractor and the Authority; and
- 2.5.4 Be fully minuted by the Contractor. The Contractor shall provide to the Authority the prepared minutes within two (2) Working Days from the date of the relevant meeting for its approval and, once approved, the Contractor shall circulate the approved minutes to all other attendees at the relevant meeting and to any other recipients agreed at the relevant meeting.
- 2.6 The Authority shall be entitled to raise any additional questions and/or request any further information regarding any Service Failure.

The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor and the calculations of the amount of Service Credits for any specified period.

3. Satisfaction Surveys

- 3.1 In order to assess the level of performance of the Contractor, the Authority may undertake satisfaction surveys in respect of Customers or various groups of Customers ("Satisfaction Surveys"). These surveys may consider:
- 3.1.1 The assessment of the Contractor's performance by Customers against the agreed Service Levels; and/or
- 3.1.2 Other suggestions for improvements to the Services.
- 3.2 The Authority shall be entitled to notify the Contractor of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Authority Requirements.
- 3.3 The Contractor shall, as soon as reasonably practicable after notification from the Authority in accordance with Paragraph 3.2 of this Part B ensure that such measures are taken by it as are appropriate to achieve such improvements as soon as is reasonably practicable.
- 3.4

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- 3.5 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to Schedule 2.4 (Continuous Improvement).

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4. Records

- 4.1 The Contractor shall keep appropriate documents and records (e.g. Help Desk records, Service Failure log, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered and the other requirements to be satisfied. Without prejudice to the generality of the foregoing, the Contractor shall maintain accurate records of call histories for a minimum of twelve (12) months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Contractor shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 4.1.1 In addition to the requirement in Paragraph 4.1 of this Part B to maintain appropriate documents and records, the Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor both before and after the Cut Over Date and the calculations of the amount of Service Credits for any specified period.
- 4.1.2 The Contractor shall ensure that the Performance Monitoring System and any variations or amendments thereto, the Performance Monitoring Report, any reports and summaries produced in accordance with this Annex and any other document or record reasonably required by the Authority are available to the Authority on-line and capable of being printed.

19 ANNEX 3 - CONTRACTOR SOLUTION

<REDACTED IN ITS ENTIRETY>

20 Annex 4 – Authority Responsibilities

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1. Introduction

- 1.1 The responsibilities of the Authority set out in this Annex 4 shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority specified in the Authority Requirements and Schedule 4.1 (Contractor Solution) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically highlighted as "Authority Responsibilities" and cross referenced in the table in Paragraph 3 of this Annex.
- 1.2 The responsibilities specified within this Annex shall be provided to the Contractor free of charge, unless otherwise agreed between the Parties.

2. General Obligations

- 2.1 The Authority shall:
 - 2.1.1 Perform those obligations which are set out in the Clauses of this Agreement and the Paragraphs of the Annex (except Annex 1 (Authority Requirements) and 3 (Contractor Solution) and/or where these are set out under Authority Requirements in the applicable Call-Off Agreement);
 - 2.1.2 Use its reasonable endeavours to provide the Contractor with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Contractor in order for the Contractor to discharge its obligations throughout the Term;
 - 2.1.3 Provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement as defined in the agreed Implementation Plan;
 - 2.1.4 Use its reasonable endeavours to provide such documentation, data and/or other information that the Contractor reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
 - 2.1.5 Procure for the Contractor such agreed access and use of the Authority's premises, facilities, including relevant ICT systems as is reasonably required for the Contractor to comply with its obligations under this Agreement, such access to be provided during the Authority's normal working hours on each Working Day or otherwise as agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

3. Specific Obligations

The Authority shall, in relation to this Agreement, perform the Authority's responsibilities identified as such in this Agreement the details of which are set out below:

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Document (where applicable) or the specific obligation	Location (Paragraph, where applicable)
<p>Annex 5 Implementation Plan – Biometric Residence Permit Secure Collection</p>	<p>Section 2 - Outline Implementation Plan</p> <p>Section 2 - Footnote 1:</p> <p>Example of vignette;</p> <p>Example of vignette endorsement;</p> <p>Example of vignette showing how family members are linked;</p> <p>Home Office customer leaflet that Post Office shall hold;</p> <p>Example of the BRP envelopes to be used;</p> <p>All other BRP envelope enclosures;</p> <p>Example decision letter (text and format);</p> <p>Example Third Party/Responsible Adult authorisation letter (text and format);</p> <p>Example Third Party/Responsible Adult notification letter (text and format);</p> <p>BIDMU official postal address for return of BRP envelopes;</p> <p>BIDMU dedicated email address;</p> <p>BIDMU telephone number;</p> <p>A list of acceptable travel documents;</p> <p>The dimensions and weight of BRP envelope with all enclosures;</p> <p>A sample barcode printed on BRP envelope</p>

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	enclosure;
Other Specific Authority Obligations	
Produce baselined version of BRP OA Project Requirements Catalogue (as agreed with the Contractor)	
Sign off via email Contractor responses to requirements in FOCS Call Off Agreement Annex 3 Contractor Solution and all other Annexes	
Provide sign-off via email to the Contractor's end-to-end solution design	
Review and agree Contractor's collection point training strategy	
Review and agree Contractor's logistics training strategy	
Review and agree any Application Interface Documents as required with the Contractor	
Supply testing environment, resources and cryptographic material (where required) to enable the Contractor to undertake testing activities	
Provide email sign-off to outstanding defects identified from Contractor testing activities and agree defect resolution	
Provide email sign-off to Contractor's final test reports	
Provide sign-off for Contractor live proving via email	

21 Annex 5 - Outline Implementation Plan

Implementation Plan – Biometric Residence Permit Secure Collection

Clause Reference – Clause 4

History

Version No.	Date	Details of changes included in Update	Author(s)
0.1	05.06.2014	First Draft	<REDACTED>
0.2	17.06.2014	Second Draft	<REDACTED>

Purpose of Annex 5

The purpose of this Annex 5 is:

- 1.1 to define a process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan to deliver the Services; and
 - 1.2 to identify the Milestones (and associated Deliverables) including the Milestones that trigger payment to the Contractor of the applicable Milestone Payments (where relevant) following the issue of the applicable Milestone Achievement Certificate .
- 2. Outline Implementation Plan (See below)**

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Milestone	Deliverables (list showing all Authority approved Deliverables) required for each Milestone	Milestone Date	Authority Responsibilities (if applicable)	Link to Key Payment Milestone Y/N	Milestone Payment Value	How is Milestone Signed-off?
1 – Requirements signed-off and baselined	<p>Authority's BRP OA Project Requirements (baselined)</p> <p>Changes to deliverables in Milestone 2 defined</p>	20 June 2014	<p>Produce baselined version of BRP OA Project Requirements Catalogue (as agreed with the Contractor)</p> <p>Agree any changes to content/deliverables for Milestone 2 with the Contractor</p>	Y	<REDACTED>	<p>Authority and Contractor agree (via email) that BRP OA Project Requirements are baselined</p> <p>Delivery of all Authority Responsibilities for Milestone 1</p>
2 – FOCS Contract Signed	<p>FOCS Call Off Agreement (for Logistics and Collection Services of Biometric Residence Permits of Overseas Applicants) including all Annexes</p> <p>Achievement of Milestone 1</p> <p>Changes to deliverables in Milestone 3 defined</p>	30 June 2014	<p>Sign off via email Contractor responses to requirements in FOCS Call Off Agreement Annex 3 Contractor Solution and all other Annexes</p> <p>Internal governance completed</p> <p>Agreement to/signing of the contract</p> <p>Agree any changes to content/deliverables for Milestone 3</p>	Y	<REDACTED>	<p>Authority/Contractor sign the FOCS Call Off Agreement</p>
3 – Solution Design signed-off and baselined	<p>Contractor's end-to-end solution design document including interface control document(s) (where required)</p> <p>Contractor's high level transition plan</p> <p>Contractors Test strategy (end-to-end)</p> <p>Achievement of Milestone 2</p> <p>Changes to deliverables in Milestone 4 defined</p>	18 July 2014	<p>Review and agree end-to-end solution design</p> <p>Sign-off high level transition plan (via email)</p> <p>Sign-off test strategy (via email)</p> <p>Agree changes to content/deliverables for Milestone 4</p>	Y	<REDACTED>	<p>Authority provide sign-off (via email) to the Contractor's end-to-end solution design</p>

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<p>4 – Completion of build phase</p>	<p>Contractor's training strategy for collection points</p> <p>Contractor's training strategy for logistics</p> <p>Collateral from Authority</p> <p>Application Interface Specification(AIS) (where required)</p> <p>Technical Interface Specification(s) (where required)</p> <p>Test plans/ specifications</p> <p>Achievement of Milestone 3</p> <p>Changes to deliverables in Milestone 5 defined</p>	<p>24 Oct 2014</p>	<p>Review and agree collection point training strategy</p> <p>Review and agree logistics training strategy</p> <p>Provide all necessary collateral – see footnote ¹</p> <p>Review and agree AIS</p> <p>Review and agree TIS</p> <p>Review and agree Test plans/ specifications</p> <p>Agree any changes to content/deliverables for Milestone 5</p>	<p>Y</p>	<p><REDACTED></p>	<p>Authority provide sign-off via email to Contractor's:</p> <ul style="list-style-type: none"> - Two training strategies - AIS - TIS - Test Plans <p>Delivery of all Authority Responsibilities for Milestone 4</p>
<p>5 – Testing signed off</p>	<p>All Contractor test scripts/plans executed</p> <p>Contractor test reports produced</p> <p>Contractor's defects log, agreed number of defects and resolution plan</p> <p>Achievement of Milestone 4</p> <p>Changes to deliverables in Milestone 6 defined</p>	<p>24 Oct 2014</p>	<p>Supply testing environment, resources and cryptographic material (where required)</p> <p>Review and agree test reports</p> <p>Review defect log and resolution plan</p> <p>Agree any changes to content/deliverables for Milestone 6</p>	<p>Y</p>	<p><REDACTED></p>	<p>Authority provide email sign-off to Contractor's final test reports</p> <p>Authority provide email sign-off to outstanding defects and agree defect resolution plan</p> <p>Delivery of all Authority Responsibilities for Milestone 5</p>
<p>6 – Technical Go-Live</p>	<p>Contractor's Business Continuity Plan</p>	<p>30 Nov 2014</p>	<p>Review and agree Business Continuity Plan</p>	<p>Y</p>	<p><REDACTED></p>	<p>Delivery of all Authority Responsibilities</p>

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	<p>Contractor's Disaster Recovery Plan</p> <p>Contractor's Model Office live proving report</p> <p>Achievement of Milestone 5</p> <p>Changes to deliverables in Milestone 7 defined</p>		<p>Review and agree Disaster Recovery Plan</p> <p>Provide resources to support Model Office live proving</p> <p>Agree any changes to content/deliverables for Milestone 7</p>			<p>for Milestone 6</p> <p>Authority provide sign-off for live proving via email</p>
7 – Operational Go-Live/Authority to Proceed	<p>Authority's Operational Readiness Review</p> <p>Achievement of Milestone 6</p>	19 Jan 2015	Authority provide mandate to Contractor via email to proceed to full live service across the agreed number of Collection Points	Y	<REDACTED>	Service Live
				Total:	<REDACTED>	

¹ Collateral required by the Contractor from the Authority:

Example vignette; example of vignette endorsement; Home Office customer leaflet; BRP envelopes; other BRP envelope enclosures; decision letter (text and format); form to complete and process to follow for Immigration History Checks; Third Party/Responsible Adult authorisation letter (text and format); Third Party/Responsible Adult notification letter (text and format); BIDMU postal address; BIDMU dedicated email address; BIDMU telephone number; list of acceptable travel documents; dimensions and weight of BRP envelope with all enclosures; sample barcode printed on BRP envelope enclosure.

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3. Milestones and Milestone Dates

- 3.1 The Contractor shall perform its obligations so as to achieve each Milestone by the Milestone Date.
- 3.2 Changes to the Milestones set out in the table in Paragraph 2 of this Annex shall only be made in accordance with the Change Control Procedure provided that the Contractor shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 8 (Delays to Milestone due to Authority Cause)).

4. Detailed Implementation Plan

- 4.1 The Parties acknowledge the importance of detailed planning for the implementation of all of the Services under this Agreement and the need to develop the Detailed Implementation Plan in accordance with this Annex and Clause 4 (Implementation Plan).
- 4.2 The Contractor shall ensure that the Detailed Implementation Plan prepared and delivered to the Authority in accordance with Clause 4 (Implementation Plan) incorporates all of the Milestones and Milestone Dates and includes (as a minimum) the Contractor's proposed timescales in respect of the following for each of the Milestones (where applicable):
 - 4.2.1 the completion of each requirements document;
 - 4.2.2 the completion of each design document;
 - 4.2.3 the completion of the build phase;
 - 4.2.4 the completion of testing of the Services in accordance with Schedule 6.2 (Testing Procedures); and
 - 4.2.5 training and roll-out activities.
- 4.3 The Contractor shall ensure that the Detailed Implementation Plan:
 - 4.3.1 clearly outlines in a detailed plan all the steps required to implement the Milestones to be achieved in the next twelve (12) months, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements and the Standards;
 - 4.3.2 clearly outlines the required roles and responsibilities of all parties concerned, including staffing requirements (subject to the list of Authority's Responsibilities and subject to the roles and responsibilities set out in Schedule 9.2 (Key Personnel)); and
 - 4.3.3 is produced using a software tool as specified, or agreed by the Authority.
- 4.4 An OGC Gateway 4 "Readiness for Service" review may be conducted after completion of Milestone 5 involving the Authority and the Contractor. The Contractor shall allow for such reasonable assistance as may be required for this purpose within the Charges.

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- 4.5 Prior to the submission of the Detailed Implementation Plan in accordance with Clause 4 (Implementation Plan), the Authority shall have the right, at any time, to review any documentation produced by the Contractor: (i) in relation to the development of the Detailed Implementation Plan; and/or (ii) for the purposes of developing the initial draft of the Detailed Implementation Plan into the agreed Implementation Plan, including:
- 4.5.1 details of the Contractor's intended approach to the Detailed Implementation Plan and its development;
 - 4.5.2 copies of any drafts of the Detailed Implementation Plan produced; and
 - 4.5.3 any other work in progress in relation to the Detailed Implementation Plan.
- 4.6 The Authority shall have the right to require the Contractor to include any reasonable changes or provisions in the Detailed Implementation Plan before it is submitted to the Authority in accordance with Clause 4 (Implementation Plan) or Paragraph 4.9 below as appropriate.
- 4.7 After approval of the Detailed Implementation Plan in accordance with Clause 4 (Implementation Plan) it shall be maintained and updated on a weekly basis by the Contractor as may be necessary to reflect the then current state of the implementation of the Services. Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Contractor in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure (and for the avoidance of doubt any amendments to elements of the Detailed Implementation Plan which reflect the contents of the Outline Implementation Plan shall be deemed to be material amendments) provided that in no circumstances shall the Contractor alter or attempt to alter any Milestone Date except in accordance with Clause 8 (Delays to Milestones Due to Authority Cause). Until such time as the updated Detailed Implementation Plan is approved by the Authority, the Detailed Implementation Plan then existing (that is to say prior to the update) shall apply.
- 4.8 In addition to maintaining and updating the Detailed Implementation Plan in accordance with Paragraph 4.7 of this Schedule, the Contractor shall submit an updated Detailed Implementation Plan within twenty (20) Working Days of receiving notification from the Authority, or such longer period as the Parties may agree (provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure), of being advised by the Authority of an event reasonably identified by the Authority as requiring a revised Detailed Implementation Plan.
- 4.9 Any such revised Detailed Implementation Plan shall be submitted by the Contractor for approval in accordance with the procedure set out in Paragraph 4.6 above.
- 4.10 The Parties shall consider and review the Detailed Implementation Plan and progress towards its successful implementation at the Call off Performance Management Board meetings held in accordance with Schedule 8.1 (Governance). In preparation for such meeting the current Detailed Implementation Plan shall be provided by the Contractor to the Authority not less than five (5) Working Days in advance of each meeting of the Call Off Performance Management Board.

22 Annex 6 – Charges and Invoicing

PART A – CHARGING

1. Purpose of this Part A of the Schedule

The purpose of this Part A of the Schedule is to set out the provisions relating to:

- Milestone Payments;
- The Charges applicable to the Services;
- Payments for Authority Cause;
- Retentions;
- Service Credits;
- Delay Payments;
- Charges for Changes;
- Indexation; and
- Time and Materials Charges.

1.2 Milestone Payments

The following Milestone Payments and Deliverables applicable to this Call-Off Agreement have been by the Authority and the Contractor.

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Milestone Number	Milestone Description	Amount of Charge (£)	Milestone Achievement Criteria	Milestones Payment Date
1,2 & 3	Authority Requirements Signed-off and Baselined Contractor Solution Design Signed-off and Baselined Logistics and Collection BRP OAP FOCS Call-Off Agreement signed	<REDACTED>	As per Annex 5 Outline Implementation Plan	18 July 2014
4	Completion of Build Phase	<REDACTED>	As per Annex 5 Outline Implementation Plan	24 October 2014
5 & 6	Testing Signed-off Technical Go-Live	<REDACTED>	As per Annex 5 Outline Implementation Plan	30 November 2014
7	Operational Go-Live/Authority to Proceed	<REDACTED>	As per Annex 5 Outline Implementation Plan	19 January 2015

These Milestone Payments are based on those Milestones and Deliverables detailed in the Outline Implementation Plan set out in Annex 5 (Implementation Plan).

- 1.3 On the issue of the Milestone Achievement Certificate in relation to a Milestone the Contractor will be entitled to deliver an invoice to the Authority in respect of the Charges associated with that Milestone as set out above.
- 1.4 The circumstances in which a Milestone will be considered to have been achieved are set out in Schedule 6.2 (Testing Procedures).
- Payment will be made to the Contractor in accordance with Part B of this Annex.
- 1.5 If any Milestone is Not Achieved by its associated Milestone Date then Delay Payments will be applied in accordance with Paragraph 6 of this Annex.

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If no further Milestone Charges fall due after Delay Payments accrue, the Contractor shall issue a credit note to the Authority and a sum equal to any such Delay Payments then outstanding shall be repayable by the Contractor to the Authority as a debt.

- 1.6 The Contractor shall be required to repay to the Authority any reclaimable Milestone Payments under the circumstances set out in Clauses 58.9.2 or 61.6.

Amendments required to Clause 58.9.2

The Contractor shall return to the Authority on demand if, and to the extent it so requires, the aggregate sum of all Milestone Payments paid to the Contractor in respect of the Achievement of Milestones related to any part of the Services partially terminated pursuant to Clause 58.9.1 (Partial Termination of a Call-Off Agreement for Cause) before the Technical Go- Live Date.

Amendments required to Clause 61.6

- 61.6 The Contractor shall return to the Authority on demand the aggregate sum of all Milestone Payments paid to the Contractor in respect of the Achievement of Milestones if a Call-Off Agreement is terminated by the Authority pursuant to Clause 58.3 (Termination of a Call-Off Agreement for Cause by the Authority) before the Technical Go- Live Date.
- 61.7 In the event of termination or expiry of a Call-Off Agreement the Contractor shall:
- 61.7.1 Repay to the Authority all Charges it has been paid in advance in respect of Services not provided by the Contractor as at the date of expiry or termination; and
- 61.7.2 Pay the Authority all outstanding Payover Fees in accordance with Clause 18.

2. Service Charges

- 2.1 Within thirty (30) days of the end of each Invoicing Period, the Contractor shall deliver an invoice to the Authority (in accordance with Paragraph 2 of Part B to this Annex) in respect of the Service Charges (outlined in Paragraph 3.2 below) for the Services carried out by the Contractor during that Invoicing Period.
- 2.2 The Authority will pay the Service Charges to the Contractor for all operations services carried out in each Invoicing Period from the Cut Over Date to the end of Term. The Service Charges shall be made up of the following Charges (as applicable):
- 2.2.1 Volume Charges in accordance with Paragraph 2.4 below; less,
- 2.2.2 Any Service Credits payable in accordance with Paragraph 3 of Annex 2 (Service Levels and Service Credits); and/or
- 2.2.3 Any amounts retained or set off by the Authority under Clause 22 (Recovery of Sums Due).
- 2.3 The Service Charges will be payable in arrears.

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2.4 Volume Charges

- 2.4.1 The Volume Charges shall be calculated by reference to actual quantity of Services provided by the Contractor to the Authority in each Invoicing Period in accordance with Paragraph 2.4.2.
- 2.4.2 The Volume Charge will be determined by multiplying the quantity provided by the Contractor, by the charge per unit, according to the relevant Service Charges as set out in the table in Appendix 1 to this Annex.
- 2.4.3 The charge per unit should be rounded down to the nearest penny.
- 2.4.4 The Contractor will be required to provide evidence of the number and type of transactions carried out in the Invoicing Period to which an invoice relates to the satisfaction of the Authority. Any discrepancies (including, without limitation, discrepancies between the number and type of transactions documented in an invoice and those received by the Authority) identified after the payment of an invoice shall be reconciled in the invoice which follows the identification of such discrepancy. Any disputes as to the number of transactions carried out by the Contractor in any Invoicing Period shall be submitted to the Dispute Resolution Procedure.

2.5 Maximum Total Milestone Payments

The total Milestone Payments payable by the Authority to the Contractor over the Term shall not exceed the aggregate figure set out in the following table.

Form of Payment	Maximum Payment
Milestone Payments	<REDACTED>
Maximum Aggregate Total Milestone Payments	<REDACTED>

3. Payments for delays due to Authority Cause

- 3.1 If the Contractor is entitled to compensation in accordance with Clause 8.5 (Delays to Milestones due to Authority Cause) then such compensation shall consist of the Contractor's reasonable additional costs arising from such Delay, provided that this calculation shall not operate so as to put the Contractor in a better position than it would have been but for the occurrence of the Authority Cause.
- 3.2 To the extent that:
 - 3.2.1 Any contributory or related breach of this Agreement (or any other agreement between the Authority and the Contractor) by the Contractor caused or contributed to the Authority Cause; and/or
 - 3.2.2 The Authority gives any advance notification that the Authority Cause is or is likely to occur, and then the compensation amount payable pursuant to Paragraph 4.1 above shall be reduced by a fair and equitable amount.

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4. Royalty Share

- 4.1 The Royalty Share Amount referred to in Clause 38.6 shall be agreed between the Parties pursuant to the Change Control Procedure.
- 4.2 It shall be calculated as a percentage of the gross revenue received by the Contractor from the commercial exploitation of the Specially Written Software and/or the Project Specific IPRs.
- 4.3 All costs associated with the Royalty Share Amount shall be shown separately in the Financial Model such that the gross revenue received by the Contractor is shown.
- 4.4 The Royalty Share Amount shall be paid to the Authority annually in arrears within three (3) calendar months of the relevant date of approval by the Authority.

5. Delay Payments

- 5.1 If a Milestone has not been achieved by the relevant Milestone Date due solely to Contractor cause then the Contractor shall pay to the Authority Delay Payments in accordance with the following table for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually Achieved and the Authority provides the Contractor with a Milestone Achievement Certificate.

Milestone Number	Delay Payment
No. 7 Operational Go-Live/Authority to Proceed	<REDACTED>

- 5.2 The liability of the Contractor in respect of Delay Payments will be limited in accordance with Clause 55.2.6 (Limitations on Liability).

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6. Charges for Change Control

- 6.1 The Contractor shall use the Financial Model to demonstrate any proposed revisions to the Charges arising as a result of any proposed Change.
- 6.2 Where a Change is requested the Contractor will prepare a quotation for the cost of the Change which shall:
 - 6.2.1 Be based on and reflect the principles of the Financial Model;
 - 6.2.2 Include estimated volumes of each type of resource to be employed and the applicable rate card specified in Appendix 2 to this Schedule;
 - 6.2.3 Include full disclosure of any assumptions underlying such quotation; and
 - 6.2.4 Include evidence of the cost of any assets required for the Change.
- 6.3 If the Change is adopted by the Authority in accordance with Part A of Schedule 8.2 (Change Control Procedure and Call-Off Process) then the Contractor will update the Financial Model in accordance with the provisions of Annex 7 (Financial Model).
- 6.4 Any Changes to the Charges shall be developed and agreed by the Parties such that the Contractor's profit margin on such Changes shall be no greater than that applying to the Charges as at the Effective Date (being 10%).

7. Indexation

- 7.1 Indexation shall not apply to any Milestone Payments or to Volume Charges for the Initial Term of the Call-Off Agreement.
- 7.2 Charges applicable to the One year extensions may be subject to indexation.
- 7.3 In the event that the Call-Off Agreement is extended beyond the initial term of Two (2) years in accordance with Clause 2.11 of the Framework Agreement, the indexation which shall apply for extended Contract Years three (3) to five (5) (and the Charges to which this indexation shall apply) shall be negotiated and agreed in good faith by the Parties before the end of Contract Year Two (2).
- 7.4 Any amounts or sums in this Agreement which are expressed to be "subject to indexation" shall be adjusted to reflect the effects of inflation after that date in accordance with the provisions of this Paragraph.
- 7.5 The adjustment shall be measured by changes in the relevant index published for that Contract Year as calculated in accordance with the following formula:

$$\text{Amount or Sum} \times \left(\frac{\text{Index}_o}{\text{Index}_d} \right) - Y\%$$

Where:

"**Index**" means Consumer Price Index (CPI);

"**Index_d**" is the value of Index published or determined with respect for the period immediately preceding the Year in which the Extension Option is to be exercised.

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"Index o" is the value of Index published or determined with respect to the period immediately preceding the relevant anniversary in respect of which the amount or sum falls to be adjusted; and

"Y" is an efficiency factor of 1.0%.

8. Service Credits

- 8.1 The Contractor shall issue the Authority with a credit note for an amount equivalent to any Service Credits which accrue in any Measurement Period in accordance with Paragraph 4 of Part A of Annex 2 (Service Levels and Service Credits).

Any such Service Credits shall be credited against the invoice relating to the next month. If no further Charges fall due after Service Credits accrue, the Contractor shall issue a credit note to the Authority for a sum equal to any such Service Credits then outstanding which shall be repayable by the Contractor to the Authority as a debt, in which case the Authority shall invoice the Contractor for the sum due.

9. Time and Materials

- 9.1 Charges for Additional Services which are to be calculated on the basis of a "Time and Materials Charge", shall be calculated by applying the Day Rate Card specified in Appendix 2 in accordance with this Paragraph 9.1 provided that in no event shall the rates applicable to a Time and Materials Charge exceed the rates set out in the Day Rate Card set out in the Appendix to this Annex 6 (Charges and Invoicing).

- 9.2 The Contractor shall provide a breakdown of any Time and Materials Charge.

For the avoidance of doubt, no risks or contingencies shall apply to the provision of Additional Services for which Time and Materials Charges apply.

- 9.3 The Contractor shall keep records of hours worked in the form of timesheets and expenses incurred, and it shall submit a summary of the relevant records with the invoice. The Contractor shall make available copies of the detailed records to the Authority within twenty (20) Working Days after the Authority's request.

- 9.4 Subject to Paragraph 2 of Appendix 2 to this Annex, the Contractor may not recover any travel, subsistence or other expense costs incurred for travel in the course of the Contractor's provision of Services.

- 9.5 The Contractor shall be entitled to raise an invoice in respect of any Time and Materials Charges in accordance with Paragraph 2 of Part B to this Annex. .

- 9.6 The Parties agree that this Paragraph 9 shall not apply to any Volume Charges and may not be used to vary the Charges for Core Services or Optional Services in any way.

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PART B – INVOICING

1. Purpose of this Part B of the Schedule

This Part B of the Schedule sets out the method by which the Contractor shall raise invoices to the Authority for payment, together with the requirements which apply to such invoices and the payment terms thereof.

2. Contractor Invoices

- 2.1 The Contractor shall prepare and provide to the Authority for approval a draft pro forma invoice within ten (10) Working Days of the Effective Date which shall include, as a minimum, the details set out in Paragraph 2.4 of this Annex together with such other information as the Authority may reasonably require. If the draft pro forma invoice is not approved by the Authority then the Contractor shall make such amendments as may be reasonably required by the Authority.
- 2.2 The Contractor shall be entitled to raise an invoice in respect of any payment which falls payable to the Contractor pursuant to the Agreement.
- 2.3 The Contractor shall invoice the Authority in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed in Part A of this Annex.
- 2.4 The Contractor shall ensure that each invoice contains the following information:
- 2.4.1 The date of the invoice;
 - 2.4.2 A unique invoice number;
 - 2.4.3 The Invoicing Period or other period(s) to which the relevant Charge(s) relate;
 - 2.4.4 The reference number of the purchase order to which it relates (if any);
 - 2.4.5 The dates between which the Services which are the subject of each of the Charges detailed on the invoice were performed;
 - 2.4.6 A breakdown of the Services to which each of the Charges detailed on the invoice relate;
 - 2.4.7 In respect of any Volume Charges detailed on the invoice, details of the number and type of transactions performed during the applicable Invoicing Period to which an invoice relates;
 - 2.4.8 The methodology applied to calculate the Charges;
 - 2.4.9 Any payments due in respect of Achievement of a Milestone;
 - 2.4.10 The total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Authority under the terms of the Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
 - 2.4.11 Details of any Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
 - 2.4.12 Reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Contractor for

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validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);

- 2.4.13 A contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries; and
- 2.4.14 The banking details for payment to the Contractor via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 2.5 In respect of each invoice, the Contractor shall supply to the Authority electronically (two (2) Working Days prior to the issue of such invoice) sufficient information ("**Supporting Documentation**") to enable the Authority to reasonably assess whether the Charges detailed thereon are properly payable. Any such assessment by the Authority shall not be conclusive. The Supporting Documentation shall be provided by the Contractor to such persons as the Authority may notify to the Contractor from time to time for internal review purposes only. The Contractor undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.
- 2.6 The Contractor shall issue invoices to the to the Authority's Shared Service Centre.
- 2.7 Notwithstanding Paragraphs 2.5 and 2.6 above, the Contractor shall (where requested by the Authority) submit invoices and Supporting Documentation to the Home Office Shared Service Centre at PO Box 5015, Newport, Gwent NP20 9BB with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Contractor from time to time.
- 2.8 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 2.9 The Authority shall only regard an invoice as valid if it complies with the provisions of this Part B of this Annex. Where any invoice does not conform to the Authority's requirements set out in Paragraph 2 of Part B to this Annex, the Authority will return the disputed invoice to the Contractor. The Contractor shall promptly issue a replacement invoice which shall comply with the same.

3. Payment Terms

- 3.1 Subject to the provisions of Paragraph 2 of Part B to this Annex, the Authority shall make payment to the Contractor within thirty (30) days of receipt of a valid invoice by the Authority at its nominated address for invoices.

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Appendix 1– Service Charges

1. The Charges set out in this Appendix 1 shall apply to this Call-Off Agreement entered into between the Contractor and the Authority

Service 1 Basic Open - Service Charges	
Total Price Per Unit £	<REDACTED>
Staff & Agent	<REDACTED>
Logistics 1 - CViT	<REDACTED>
Other Direct Operating Expenses (e.g. Postage, horizon, consumables)	<REDACTED>
Risk Premium @ REDACTED	<REDACTED>
Corporate Overheads @ <REDACTED>	<REDACTED>
Profit (Per Transaction) @ <REDACTED>	<REDACTED>

Exception 1 - UKVI Withdrawal - Service Charges	
Total Price Per Unit £	<REDACTED>
Staff & Agent	<REDACTED>
Logistics 1 - CViT	<REDACTED>
Other Direct Operating Expenses (e.g. Postage, horizon, consumables)	<REDACTED>
Risk Premium @ REDACTED	<REDACTED>
Corporate Overheads @ <REDACTED>	<REDACTED>
Profit (Per Transaction) @ <REDACTED>	<REDACTED>

Exception 2 - UKVI Expiry	
Total Price Per Unit £	<REDACTED>
Staff & Agent	<REDACTED>
Logistics 1 - CViT	<REDACTED>
Other Direct Operating Expenses (e.g. Postage,	<REDACTED>

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horizon, consumables)	
Risk Premium @ REDACTED	<REDACTED>
Corporate Overheads @ <REDACTED>	<REDACTED>
Profit (Per Transaction) @ <REDACTED>	<REDACTED>

Exception 3 - Customer Transfer	
Total Price Per Unit £	<REDACTED>
Staff & Agent	<REDACTED>
Logistics 1 - CViT	<REDACTED>
Other Direct Operating Expenses (e.g. Postage, horizon, consumables)	<REDACTED>
Risk Premium @ REDACTED	<REDACTED>
Corporate Overheads @ <REDACTED>	<REDACTED>
Profit (Per Transaction) @ <REDACTED>	<REDACTED>

Exception 4 – UKVI Transfer	
Total Price Per Unit £	<REDACTED>
Staff & Agent	<REDACTED>
Logistics 1 - CViT	<REDACTED>
Other Direct Operating Expenses (e.g. Postage, horizon, consumables)	<REDACTED>
Risk Premium @ REDACTED	<REDACTED>
Corporate Overheads @ <REDACTED>	<REDACTED>
Profit (Per Transaction) @ <REDACTED>	<REDACTED>

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Appendix 2 - Day Rate Card

1. The Day Rate Card sets out the maximum Day Rate Cost which shall apply to each individual member of Contractor Personnel.
2. The Day Rate Card is exclusive of any travel, subsistence and expense costs incurred for travel in the course of the Contractor's preparation of any Impact Assessment within the United Kingdom. For the avoidance of doubt, where approved by the Authority, any such costs will be reimbursed by the Authority separately to the Day Rate Card rates provided in this Appendix in accordance with the Authority's then current travel and subsistence rates.
3. Day Rate Card

Job Title	Day Rate
Project Manager – Experienced PRINCE II (or equivalent) qualified Project Manager	<REDACTED>
Systems Developer / Technical Support – Qualified Development / technical support specialist with demonstrable track record in required activity.	<REDACTED>
Business Analyst / Consultant – Experienced management consultant, Management Information Analyst, Business Process Analyst capable of delivering impact assessments for change control processes.	<REDACTED>
Project Team Member - Experienced and suitably Qualified Project Team member.	<REDACTED>
Administration Staff Member - Experienced individual to carry out administration tasks.	<REDACTED>
Security Manager – Experienced and suitably qualified consultant	<REDACTED>
Average Day Rate	<REDACTED>

23 Annex 7 – Financial Model

<REDACTED IN ITS ENTIRETY>

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24 Annex 8 – Key Personnel

Authority Key Personnel

Name	Key Role
<REDACTED>	Operational Lead
<REDACTED>	Commercial Contract Manager

Contractor Key Personnel

Name	Key Role
<REDACTED>	Account Director
<REDACTED>	Senior Client Relationship Manager

25 Annex 9 – Pensions

There are no pension or TUPE provisions applicable to this Call-Off Agreement.

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26 Annex 10 – Insurance Requirements

1. Insurance Covenants

1.1 The Contractor:

1.1.1 Shall maintain the Insurances in full force and effect at all times from the Effective Date until the date which is six (6) years following the end of the Term;

1.1.2 Shall not cancel the Insurances or make any material change thereto without the express written consent of the Authority, such consent not to be unreasonably withheld or delayed; and

1.1.3 May change the insurers with whom the Insurances are held on annual basis, upon notice to the Authority at least 10 Working Days prior to any such change. In the event that such a change results in revisions to the terms or cover, Authority consent will be required before the change can be implemented, such consent not to be unreasonably withheld or delayed.

1.2 The Insurances shall be maintained on terms that are as favourable to those generally available to a prudent contractor in respect of risks insured in the international insurance market.

1.3 The Insurances shall be maintained with a reputable insurance company.

1.4 The Contractor shall procure, at no cost to the Authority, in respect of each of the public liability and employer's liability Insurances that:

1.4.1 Each such Insurance shall be extended automatically to indemnify the Authority as Joint Insured to the extent of the Authority's insurable interest; and

1.4.2 The insurers of each such Insurance shall waive all rights of subrogation or action that insurers may acquire against the Authority; provided that the Authority shall as though they were the insured under the Insurances, observe, fulfil and be subject to the terms, exclusions, conditions and endorsements of the Insurances so far as they can apply.

1.5 The Contractor shall procure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any Insurance or cover, or to treat any Insurance, cover or claim as avoided in whole or part. The Contractor shall use reasonable endeavours to notify the Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any Insurance, or any cover or claim under any Insurance in whole or in part.

1.6 The Authority may purchase (if possible) any of the Insurances which the Contractor has failed to maintain in full force and effect pursuant to this Agreement. The Authority may recover the premium and other costs incurred in doing so as a debt due from the Contractor.

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1.7 On request from the Authority, the Contractor shall, not more than ten (10) Working Days after the Effective Date, and within fifteen (15) Working Days after the renewal of every Insurance, forward a letter from its insurance brokers who arranged the Insurances containing at least the information set out in the appendix to the Schedule. The Contractor shall confirm in each covering letter that the maximum deductible in respect of any of its insurance policies is no greater than 10% (ten per cent) of the sum insured under that policy. (Where the maximum deductible value varies between insurances, these values should be added in a separate column to the table at Paragraph 2 below).

1.8 The Authority may from time to time submit a request in writing to the Contractor, demanding evidence of the existence of all Insurances, copies of all policy terms, and evidence of the timely payment of premiums (confirmation in the form of a broker's letter), including a summary of the Insurances under which the Authority is named as a Joint Insured, and the Contractor shall provide all such evidence within five (5) Working Days of such written request.

2. **Insurances**

Class	Minimum Sum Insured
Public Liability	£10 million any one occurrence
Employers Liability	£10 million any one occurrence
Professional Indemnity (per claim)	£10 million any one occurrence and in the aggregate for Government Contracts only
Product Liability	£10 million any one occurrence and in the aggregate
Business Interruption	As per policy and values declared
Others	N/A

3. See below for Contents of Broker's Letter

<REDACTED>

27 Annex 11 - Other Variations

Schedule 6.2 Testing – Appendix B Milestone Achievement Certificate

The above referenced certificate is replaced for the purpose of this Call-Off Agreement with the following

MILESTONE ACHIEVEMENT CERTIFICATE

To: [CONTRACTOR]

FROM: [AUTHORITY]

[Date] [•]

Dear Sirs,

Milestone: [insert description of Milestone]

We refer to the agreement ("Agreement") relating to the provision of the Logistic and Collection Services of Biometric Residence Permits of Overseas Applicants.

Between the [Authority] ("**Authority**") and [•] ("**Contractor**") dated [•].

The definitions for terms capitalised in this certificate are set out in Schedule 1 (Definitions) to the Agreement.

We confirm that all the Deliverables relating to Milestone Number [] have been successfully achieved. You may therefore now issue an invoice in respect of the sums due and payable in accordance with Annex 6 (Charges and Invoicing).

Yours faithfully

[Name]

[Position]