

CALL-OFF CONTRACT

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CALL-OFF ORDER FORM

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on 15th April 2024 ("**Call-Off Effective Date**")

1. BACKGROUND

- (A) On 11th June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (reference 2020/S 114-277986), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 08/10/2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. IT IS AGREED AS FOLLOWS

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Of Contract.
- 2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 2.4 The Supplier acknowledges that it has advised the Customer in writing of:-
 - 2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - 2.4.2 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 2.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
- 2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

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3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	Ministry of Justice 5 Wellington Place Leeds LS1 4AP																		
2.	Supplier	Name: Registered address: Registered number:	The Reader Organisation Mansion House Calderstones Park Liverpool L18 3JB 1126806																	
3.	Call-Off Commencement Date	15 th April 2024																		
4.	Call-Off Expiry Date	14 th April 2026 The Authority reserves the right to extend for a period of up to 1 year (expiry date: 14 th April 2027) + 1 year (expiry date: 14 th April 2028) by providing no less than three (3) months written notice to the Supplier.																		
5.	Customer Representative (Clause 13.6.2)	REDACTED																		
6.	Supplier Representative (Clause 13.6.2)	REDACTED																		
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).																		
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract: <table><tr><th>Framework Agreement Clause number</th><th>Applies</th><th>Disapplies</th><th>Consequence</th></tr><tr><td>9 (Implementation)</td><td>X</td><td></td><td>If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply</td></tr><tr><td>10 (Performance Indicators)</td><td>X</td><td></td><td>If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply</td></tr><tr><td>16.7 to 16.10 (Key Personnel)</td><td>X</td><td></td><td>If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply</td></tr></table>			Framework Agreement Clause number	Applies	Disapplies	Consequence	9 (Implementation)	X		If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply	10 (Performance Indicators)	X		If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply	16.7 to 16.10 (Key Personnel)	X		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply
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16.7 to 16.10 (Key Personnel)	X		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply																	

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		32 (Remediation Plan Process)	X		
		33 (Delay Payments)		X	
		35 (Step-In Rights)	X		
		Schedule 7.2 (Payments on Termination)		X	
9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.			
		Provision	Tier One	Tier Two	Tier Three
		Schedule 7.4 (Financial Distress)			X
		Schedule 7.5 (Reports, Records and Audit Rights)			X
		Schedule 8.1 (Governance)			X
		Schedule 8.2 (Change Control)			X
		Schedule 8.5 (Exit Management)			X
		Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X
10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Response Template.			
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.			
12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be S1. Any changes to the relevant Standards applicable and set out in Schedule 2.3 for the purpose of this Call-Off Contract shall be as set out below: Not applicable			
13.	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S1. The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance).			

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14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract									
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.									
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.									
17.	Payments on Termination	Schedule 7.2 (Payments on Termination) of the Framework Agreement shall not apply.									
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.									
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.									
20.	Exit Management	The provisions of Schedule 8.5 (Exit Management) shall apply.									
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.									
22.	Staff Transfer (Relevant Staff Transfer Schedule)	Schedule 9.1A/Schedule 9.1B shall not apply to this Call-Off Contract Schedule 9.1C set out at Special Term 26 shall apply instead.									
23.	Guarantee	This Call-Off Contract is not conditional upon the valid execution and delivery to the Customer of the Guarantee.									
24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.									
25.	Notice provisions (Clause 46.4)	<table border="1"> <tr> <th></th><th>Supplier</th><th>Customer</th></tr> <tr> <td>Contact</td><td>REDACTED</td><td>REDACTED</td></tr> <tr> <td>Address</td><td>Mansion House Calderstones Park</td><td>5 Wellington Place Leeds LS1 4AP</td></tr> </table>		Supplier	Customer	Contact	REDACTED	REDACTED	Address	Mansion House Calderstones Park	5 Wellington Place Leeds LS1 4AP
	Supplier	Customer									
Contact	REDACTED	REDACTED									
Address	Mansion House Calderstones Park	5 Wellington Place Leeds LS1 4AP									

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			Liverpool L18 3JB	
		Email	REDACTED	REDACTED
26.	Special Terms	Schedule 9.1C as set out in 22. Staff Transfer (Relevant Staff Transfer Schedule) shall apply		

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IN WITNESS of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
the [Customer]

REDACTED

SIGNED for and on behalf of
the [Supplier]

REDACTED

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SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

1. INTRODUCTION

- 1.1 This Schedule sets out the scope of the Services to be provided by the Supplier.
- 1.2 The Services to be provided by the Supplier under this Call-Off Contract shall be:
 - 1.2.1 the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;
 - 1.2.2 the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description) being:-
 - (a) Specification of Requirements
 - 1.2.3 within the Geographical Locations set out in Part C.

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PART A - MANDATORY REQUIREMENTS

1. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

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PART B – SERVICE CATEGORIES

1. The Supplier shall provide the Service Categories for this Call-Off Contract as set out in the header of the table(s) below.
2. Such Service Categories shall be provided to the Service Users as identified in the table(s) below.
3. Where specialist Cohort Service Category services are required in respect of the Framework Service Category(ies) selected in the table(s) below the specific Service Users to which this applies shall be identified in the table(s) below.
4. By way of example, for illustrative purposes only, if the relevant Call-Off Contract is:
 - 4.1 in respect of Accommodation Services to be provided to all Service Users with no specialist Cohort Service Category services then:
 - 4.1.1 the header row shall list Accommodation as the Service Category;
 - 4.1.2 in row one (1) all four types of Service User shall be ticked;
 - 4.2 in respect of Education Training and Employment to be provided to all Services Users with specialist Cohort Service Category services to be provided in respect of Adult Female Service Users and Young Adult Female Service Users then:
 - 4.2.1 the header row shall list Education, Training and Employment as the Service Category;
 - 4.2.2 in row one (1) Adult Male Service User and Young Adult Male Service User shall be ticked;
 - 4.2.3 in row two (2) Adult Female Service User and Young Adult Female Service User shall be ticked.

Table – Service Category(ies), Cohort Service Category(ies) and Service Users in-scope for Call-Off Contract

Header	Service Category(ies): Social Inclusion				
		Service Users in Scope			
		Adult Male Service User	Young Adult Male Service User	Adult Female Service User	Young Adult Female Service User
Row 1	No specific Cohort Service Category requirements	x	x	x	x
Row 2	Women's Specific Cohort Service Category				
Row 3	Young Adults Specific Cohort Service Category				

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Row 4	BAME Specific Cohort Service Category				
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5. **Specification of requirements**

5.1 The following Specification of Requirements shall apply to this Call-Off Contract:

Specification of Requirements:

Shared Reading Groups

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Definitions

Approved Premises (APs)	The establishments further described at: Probation Finder - GOV.UK (www.gov.uk) as updated from time to time. APs provide community based residential facilities for those who have offended.
Authority	The Ministry of Justice.
Clinical Lead	<p>The staff member within the Prison responsible for oversight of the Shared Reading Groups. The Clinical Lead is a qualified and experienced Psychologist who provides leadership and clinical guidance to the staff group within the PIPE.</p> <p>Reference to the Clinical Lead within this specification may also include another staff representative as nominated by the Clinical Lead.</p>
Complaint/Incident	The communication of any issue, incident service failure or grievance by the Authority and their employees and/or a participant of the service, where the provision of such service deviates from the terms of the Contract.
Contract	The contract between the Authority and the Supplier for the provision of the service.
Establishment	All HMPPS sites - including Prisons, Approved Premises or other OPD settings that the service takes place at.
Facilitator	The staff members provided by the supplier to lead the service at the establishments.
Geographical Localities	Local areas (e.g. cities, towns, villages) within the regions set out.
HMPPS	His Majesty's Prison and Probation Service. HMPPS is an executive agency, sponsored by the Ministry of Justice.
MoJ	Ministry of Justice.
NHS	National Health Service.
OPD	Offender Personality Disorder.
PIPE	Psychologically Informed Planned Environments.
Prison	All establishments listed here .

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Service	Any and all of the services to be provided by the supplier under the Contract, including those set out in this specification.
Specification	This document setting out the detail of the service.
Supplier	The organisation who provides the service.

1. Background and Introduction

1.1 Scope of Specification

The scope of this Specification will cover provision of Shared Reading Groups across HMPPS settings, as detailed in this Specification.

The Scope is accurate at the time of publication of this Specification. However, the Authority reserves the right to change the Scope of the Contract throughout the Term in accordance with the terms of the Contract.

The term of the contract is 2-years, with a total of 2 years of extension options (1 year + 1 year).

Any future amendments to the Scope must be undertaken in line with the Change Control Procedure, as detailed at Section 3.5 of the Specification.

1.2 Introduction to Her Majesty's Prison and Probation Service (HMPPS)

The Ministry of Justice (MoJ) is a major government department at the heart of the justice system. We work to protect the advance of the Principles of Justice. His Majesty's Prison and Probation Service (HMPPS) is an Executive Agency of the MoJ and works to prevent victims by changing lives.

We reduce reoffending by rehabilitating the people in our care. We provide safe and supportive environments, where people work through the reasons that caused them to offend and prepare for a more positive future.

1.3 Background

NHS England and His Majesty's Prison and Probation Service, and their associated government departments have been involved in the development, testing and commissioning of an initiative now widely known as PIPEs, or Psychologically Informed Planned Environments. HMPPS and NHS England jointly commission PIPE services within the Criminal Justice System to support the progression of offenders with complex needs and personality related difficulties as part of the Offender Personality Disorder (OPD) pathway.

PIPEs are specifically designed, contained environments where staff members have additional training to develop an increased psychological understanding of their work. This understanding enables them to create an enhanced safe and supportive environment, which can facilitate the development of those who live there. They are designed to have a particular focus on the environment in which they operate; actively recognising the importance and quality of relationships and interactions. They aim to maximise ordinary situations and to approach these in a psychologically informed way, paying attention to interpersonal difficulties, for example those issues that might be linked to personality disorder.

Further information regarding PIPEs can be found in **Appendix A – PIPE Guide**.

1.4 Overview of the scope of the contract

The requirement is for Shared Reading Groups, to be offered on a weekly basis within approximately 30 PIPEs in HMPPS settings, including Prisons and PIPE Approved Premises or other OPD settings across England.

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Shared Reading Groups constitute a facilitator leading the reading of a piece of literature within a group setting.

The requirement is to enable shared relational space with an external facilitator. The aim is to encourage participants to find new ways to articulate thoughts and feelings in their lives using the experience of the shared reading of literature. This acts as a vehicle of learning through alternative understanding of life scenarios and experiences using a reflective and imaginative process.

The most distinctive characteristic of Shared Reading is that the literature is read aloud.

The requirement is not a literacy, education or therapy programme. The activity could be enjoyed for its own sake, rather than being instrumentally educational, therapeutic or rehabilitative.

Shared Reading is the experience of engaging with a psychosocially enriching experience in which the listening to and thinking about literature offers an opportunity to develop more informed narratives about others and participants' own lives. It is a method of engaging with the world outside of oneself to improve understanding and empathy. It also supports the strengthening of the use of imagination in decision making and learning.

The objective of a shared reading experience is not an improvement in the personal literacy of participants although this may be a side product. Neither is it directly an education or therapy intervention although the experience over time might have an educative and therapeutic effect.

2. Summary of requirements

2.1 Overview of Service

The Supplier shall provide Shared Reading Groups within the following HMPPS settings:

- Prisons (**see 2.1.1**)
- PIPE Approved Premises or other OPD setting (**see 2.1.2**)

The Shared Reading Groups shall provide:

- A consistent external facilitator to lead the group
- A piece of literature (e.g. poem, short story) for reading within a group setting, to be approved by the Clinical Lead for the service. The piece of literature can be for use in a single session, or a longer piece that is read across multiple sessions, depending on the needs and interests of the group.
- A setting which encourages engagement with literature in a shared and open way
- Time for review and discussion of the literature

The Shared Reading Groups shall facilitate:

- a secure environment supporting the willingness to feel, think or act in a new way
- pro-social ways of experiencing and relating to the self and others
- addressing personal problems in a safe and supportive environment

The outcome for participants of the Shared Reading Groups shall be to achieve higher levels of the following:

- Resilience
- Wellbeing
- Empathy
- Emotional literacy
- Hope
- Self-efficacy
- Motivation to change
- Impulsivity/problem solving
- Interpersonal trust
- Relationships with staff

We expect the Supplier to be aware of accessibility and potential barriers to participation and to put in place mitigating solutions where required (e.g. providing large print copies where needed, or a coloured overlay for dyslexic participants).

Shared Reading Groups shall run over a period of 48 weeks per annum, at a frequency of:

- 1 day per week, per Prison
- ½ day per week per Approved Premise, at either 2 PIPE Approved Premises per day or in other OPD settings within the geographical locality

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Where a Shared Reading Group cannot run due to internal issues within the Prison / PIPE Approved Premises or other OPD settings, this shall not be negatively recorded against the Supplier's performance or obligations on delivery of the service. Where the Supplier believes this is the case, this should be highlighted within the monthly report, as detailed in section 3.3 of the Specification.

2.1.1 Shared Reading Groups in Prisons

The Shared Reading Groups shall be delivered in the following Prisons:

- North East
 - HMP Low Newton (Durham)
 - HMP Frankland (Durham)
 - HMP Holme House (Teeside)
 - HMP Hull (Hull)
- North West
 - HMP Hindley (Wigan)
 - HMP Wymott (Leyland)
- Midlands
 - HMP Gartree (Leicestershire)
 - HMP Swinfen Hall (Litchfield)
 - HMP Long Lartin (Worcestershire)
- South East
 - HMP Whitemoor (Cambridgeshire)
 - HMP Warren Hill (Suffolk)
 - HMP Swaleside (Isle of Sheppey)
 - HMP Highdown (Surrey)
- South West & South Central
 - HMP Eastwood Park (Gloucestershire)
 - HMP Send (Woking)

A day of service delivery (7 hours) shall include:

- Preparation time (including choice of literature and promotion to encourage participant engagement)
-
- 2x 1 hour Shared Reading Groups
- Additional Enrichment Activity (see Section 2.2)
- Contract Performance and Management activity (see Section 3)

Facilitators within Prisons shall communicate directly with Clinical Leads within the establishment to discuss local arrangements and/or any amendments to the day of service delivery.

2.1.2 Shared Reading Groups in PIPE Approved Premises

The Shared Reading Groups shall be delivered in the following PIPE Approved Premises:

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- North East
 - Ozanam House (Newcastle)
 - Southview (York)
 - Holbeck House (Leeds)
- North West
 - Bradshaw House (Bury)
 - Edith Rigby House (Preston)
 - Stafford House (Liverpool)
- Midlands
 - Kirk Lodge (Leicester)
 - Crowley House (Birmingham)
- South East
 - Peterborough (Peterborough)
 - Fleming House (Maidstone)
- London
 - Canadian Avenue (London)
- South West & South Central
 - Dickson House (Fareham, Hampshire)
 - Lawson House (Plymouth)

A day of service delivery (7 hours), split into two ½ day packages that must be delivered on the same calendar day, at 2 PIPE Approved Premises or other OPD settings within the geographical locality, shall include:

- Preparation time (including choice of literature and promotion to encourage participant engagement)
- Travel time between Approved Premises/other OPD settings within the geographical locality
- 1x 1 hour Shared Reading Group (per PIPE Approved Premise/OPD setting)
- Additional Enrichment Activity (see Section 2.2)
- Contract Performance and Management activity (see Section 3)

Facilitators for the service shall communicate directly with Clinical Leads within the establishment to discuss local arrangements and/or any amendments to the day of service delivery.

OPD settings could include, but are not limited to:

- PIPE Approved Premises (as listed above)
- Approved Premises
- Probation Offices
- Intensive Intervention and Risk Management Services (IRMS)

Geographical localities are within the following regions:

- North East
- North West
- Midlands

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- South East
- London
- South West & South Central

The size of each geographical locality varies and the Authority will work with the Supplier during the Implementation period to determine scope for travel within regions.

The Authority reserves the right to request Shared Reading Groups at additional establishments or change existing establishments, with agreement from the Supplier. Changes will be made by following the Change Control Procedure detailed in Section 3.5 of this Specification.

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2.2 Other Enrichment Activities

The core requirement is for Shared Reading Groups, however as per Section 1.2, it is expected the supplier will also deliver additional Enrichment Activities within a day of provision at a Prison or Approved Premise.

Additional Enrichment Activities may include, but are not limited to:

- Other group activities with participants to encourage social interaction (e.g. visits to local libraries, museums etc)
- Visits for participants to Literary events
- Arranging Guest Author visits to Prisons and Approved Premises
- Production of Activity Packs to encourage reading outside of Shared Reading Groups
- Training for Prison/Approved Premises/OPD setting staff

The supplier shall report on other enrichment activities delivered within their monthly reports as per section 3.3 of the specification.

Charges for other enrichment activities shall be covered within the day rate as per the contract. No additional charges for Enrichment Activities are permitted without prior written agreement from the Authority.

2.3 Training

2.3.1 Mandatory PIPE Orientation Day

All facilitators of the service shall attend a PIPE Orientation Day within 12 weeks of role commencement. The event will be organised and hosted by the Authority, with commitment from the Supplier of attendance of all facilitators.

The timings of the event will be within daytime business hours, Monday to Friday. The location of the event will be online via Microsoft Teams.

The Authority reserves the right to make changes to the timeline. Any changes will be discussed and agreed with the Supplier.

2.3.2 'Leading Shared Reading' Training

The Supplier shall deliver 'Leading Shared Reading' training to nominated HMPPS staff members within establishments.

The 'Leading Shared Reading' training sessions should seek to build understanding and confidence of Shared Reading Groups, with the aim of participants then being able to facilitate their own Shared Reading Groups, in addition to those facilitated by the Supplier.

The 'Leading Shared Reading' Training sessions shall be flexible based on the supplier solution. The core requirements are that they shall be available:

- on an annual basis
- delivered face-to-face or online
- delivered to individuals or to a group

The 'Leading Shared Reading' training sessions are not mandatory for HMPPS staff and will be requested as required by individual establishments.

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The Supplier shall report delivery of the 'Leading Shared Reading' training sessions within monthly reports as per section 3.3 of the Specification.

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2.4 Absence cover

It is expected that Shared Reading Group facilitators will take annual leave as appropriate. However, for any absence longer than 2 consecutive weeks, the Supplier must provide cover arrangements by a vetted staff member from week 3 of the absence.

2.5 Customer Satisfaction and Complaints & Incidents

2.5.1 Customer Satisfaction

The Supplier shall conduct Customer Satisfaction Surveys at a frequency of twice per annum.

The survey should cover, but is not limited to, the following areas:

- Customer satisfaction of services
- Customer feedback on participant outcomes of services
- Opportunity for feedback for service improvements

The Customer Satisfaction Surveys shall be circulated to and completed by Clinical Leads. The Authority may amend the respondents of the Customer Satisfaction Survey during the contract term to ensure they are completed by the most relevant staff members within establishments.

Results of the Customer Satisfaction Surveys should be reported as per the requirements detailed in Section 3 of this Specification.

2.5.2 Complaints & Incidents

The Supplier shall provide the Authority with their complaints and incidents process prior to contract commencement.

The Supplier shall notify the named contact within the Authority of all Complaints and Incidents promptly, via email, and within 24 hours. The Supplier shall process and seek to resolve all Complaints and Incidents within 5 Working Days of becoming aware or being notified of such Complaint or Incident.

Complaints and Incidents should be reported as per the requirements detailed in Section 3 of this Specification.

Where a Complaint or Incident cannot be resolved within 5 working days, the Dispute Resolution Procedure shall be followed as per Schedule 8.3 of the HMPPS Dynamic Framework Terms & Conditions.

2.6 Conflicts of Interest

The Supplier shall carry out conflict of interest checks on an ongoing basis and take all reasonable steps to remove or avoid the cause of any conflict of interest.

The Supplier should be sensitive to the public's view that the conflict could prevent you from carrying out your duties fairly or that you may be suspected of improper behaviour.

The Authority expects the Supplier's quality assurance process to detail how a conflict of interest would be identified and mitigated internally.

In addition, the table below details how an identified conflict of interest shall be managed with the establishment:

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Conflict	Remedy
Charged with criminal offence	Report to Head of Security or Duty Governor & suspended from Contract until outcome of criminal charge is known then actions according to that outcome.
Close associate (family / friend) in prison or become aware of an associate being in prison (e.g. old school friend who isn't currently a friend but might know your circumstances or history)	Report to Head of Security or Duty Governor and for them to submit a Corruption Prevention report. Facilitator not to take any work for the prison where their associate is resident.
Personal relationship with offender outside of work (e.g. friends or family)	Must not provide service.

2.7 Security

2.7.1 Vetting

HMPPS requires the Supplier and any of its employees entering into the secure establishment to hold security vetting or be willing to undergo enhanced vetting, including DBS. Vetting Requirements are detailed within [PI 2014/03](#), [PI 2014/23](#), [PI 2014/60](#) and [PSI 2014/07](#).

Vetting will be initiated by establishments prior to start of contract.

Once vetting is in place, it is the responsibility of the Supplier to ensure all vetting is kept up to date.

2.7.2 Information Security and Assurance

The Security Level determined for this call-off competition is Security Level 1, as set out in Schedule 2.4 of the HMPPS Dynamic Framework Terms & Conditions.

Suppliers must meet the requirements set out in the above-mentioned Schedule by contract commencement.

A Security Management Plan shall be completed by the Supplier and submitted to the Authority within 30 days of contract commencement.

3 Contract Performance and Management

3.1 Named Individuals

The Supplier will provide a named individual as a dedicated contract liaison who will act as an interface between the supplier and HMPPS/Ministry of Justice representatives. Named individual(s) will be available by email and telephone between daytime business hours of operation Monday to Friday.

The Supplier will also provide details of local named individuals who are facilitating Shared Reading Groups within establishments. These named individuals will communicate directly with Clinical Leads within the establishment.

Clinical Leads will escalate any delivery and performance issues or safeguarding concerns as required to Criminal Justice Managers and OPD Pathways – Therapeutic Environments Lead.

3.2 Contract Management Meetings

The Supplier shall attend contract management meetings with the OPD Pathways – Therapeutic Environments Lead, on a quarterly basis. At a minimum, these meetings will cover:

1. customer satisfaction;
2. delivery performance (including KPI review);
3. risk and issues (including Complaints)
4. opportunities for improvement;

In addition, local facilitators of Shared Reading Groups shall meet with Clinical Leads within establishments to review performance at a local level on a monthly basis.

A joint Contract Management Plan will be drawn up and agreed between both parties within 20 working days of commencement of contract.

When requested, the Supplier's representative(s) and HMPPS's representative(s) shall attend review meetings at a suitable venue nominated by HMPPS, including using virtual meeting platforms. No additional charges or costs for attendance will be paid by the Authority to the Supplier.

3.3 Reporting

The Supplier shall provide HMPPS with a monthly report for the services which will be provided within 7 working days of the last day of the month.

The report shall include the following information on the service:

- Overview of Shared Reading Groups run (inc dates, times, locations, participant numbers)
- Sessions unable to run due to internal issues within the establishment
- Sessions unable to run due to issues from the Supplier
- Literature used during Shared Reading Groups
- Feedback received
- Other enrichment activities delivered
- Innovation ideas

The report shall also include:

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- comparison of statistics from previous months
- a case study for the service (1 per quarter). A case study template shall be agreed between the Authority and supplier at contract implementation.
- results and feedback from customer satisfaction surveys (2x per year)
- details of 'Leading Shared Reading' training sessions delivered (dates, participant numbers per establishment, feedback)
- performance against the Key Performance Indicators detailed in Section 3.4 of this specification
- details of any complaints received and escalated

3.4 Key Performance Indicators (KPI)

The Key Performance Indicators the Supplier shall be measured against throughout the Contract Term are as follows:

1. Delivery of 2 Shared Reading Groups per week at 95% of OPD settings within Prison Establishments [measured monthly].
2. Delivery of 1 Shared Reading Group per week at 95% of PIPE Approved Premises or other OPD settings [measured monthly].
3. Customer Satisfaction Surveys to indicate at least 80% of participants of Shared Reading Groups have achieved higher levels of the outcomes detailed at Section 2.1 of the Specification [measured twice per annum].
4. Social Value: 32 people-hours per quarter spent supporting local community integration, such as volunteering and other community-led initiatives, under the contract [measured quarterly].

The Authority will review and may amend the Key Performance Indicators throughout the Term.

Where the Supplier repeatedly fails to meet the levels set within the Key Performance Indicators, the Procedure set out in Schedule 2.2 of the HMPPS Dynamic Framework Terms & Conditions shall be followed. Repeated failure shall be determined by failure to meet the Key Performance Indicators at 2 or more consecutive measurement points.

3.5 Change Control

Any proposed changes to the services must be put in writing and must demonstrate improvements to the services, and only proposed after full consultation.

The Supplier must obtain written permission from OPD Pathways – Therapeutic Environments Lead and MoJ Commercial Manager before altering or changing any aspect of the service provision. Approval must be received before changes can be made. Approval will not be withheld unreasonably.

The Authority also reserves the right to request changes and improvements to the service throughout the contract term, with agreement from the Supplier.

All changes must be undertaken following the Change Control Procedure, as detailed in full in Schedule 8.2 of the HMPPS Dynamic Framework Terms & Conditions.

3.6 Implementation and Exit Planning

3.6.1 Implementation

The Supplier shall provide an Implementation Plan prior to contract commencement. The Implementation Plan should cover, but is not limited to, the following:

- Roles and Responsibilities for contract Implementation
- Key dates and milestones
- Training needs
- IT set up (where required)
- Identification of risks and mitigations

The Authority will review the Implementation Plan and may request amendment where required.

The Supplier shall attend an External Mobilisation meeting with representatives from the Authority, prior to contract commencement.

3.6.2 Exit Planning

The Supplier shall provide an Exit Management Plan within 3 months of contract commencement. The Exit Plan must include, as a minimum, but not limited to the following:

- Timescales from start to finish
- Key risks during exit
- Responsibility for execution of each element of the exit plan
- On implementation of the exit plan, details of requirements and processes for outstanding invoices

The Exit Management Plan shall also satisfy the requirements as set out in Schedule 8.5 of the HMPPS Dynamic Framework Terms & Conditions.

4. Other Requirements

4.1 Social Value

The Social Value Act 2012 requires public authorities to have regard to economic, social and environmental well-being in connection with public services contracts; and for connected purposes.

Therefore, the Supplier must consider how they can best offer and implement Social Value in the Service throughout the Term.

The Social Value Theme for this Contract shall be Theme 5 Wellbeing.

- MAC 8.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities.

Activities that demonstrate and describe the Supplier's existing or planned:

- Measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote strong, integrated communities through its performance of the contract, e.g. through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering

The performance measure will cover the following reporting metric:

- 32 people-hours per quarter spent supporting local community integration, such as volunteering and other community-led initiatives, linked to the delivery of this contract

The Authority will review and may amend the Social Value theme and performance indicator throughout the Term.

Further information and guidance regarding Social Value is available here: [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK \(www.gov.uk\)](#)

4.2 Environmental Sustainability

The Authority is committed to putting environmental sustainability at the heart of their operations and decision-making by embedding sustainability principles into everything they do.

Therefore, all Services encompassed within this Specification must consider any detrimental environmental impact and the Supplier must minimise the impact where possible.

Appendix A – PIPE Guide



A guide to Psychologically Informed Planned Environments (PIPEs)

NHS England and Her Majesty's Prison and Probation Service, and their associated government departments have been involved in the development, testing and commissioning of an initiative now widely known as **PIPEs**, or Psychologically Informed Planned Environments. HMPPS and NHS England jointly commission PIPE services within the Criminal Justice System to support the progression of offenders with complex needs and personality related difficulties as part of the Offender Personality Disorder (OPD) pathway.

PIPEs are specifically designed, contained environments where staff members have additional training to develop an **increased psychological understanding of their work**. This understanding enables them to create an enhanced safe and supportive environment, which can facilitate the development of those who live there. They are designed to have a particular focus on the environment in which they operate; actively recognising the importance and quality of relationships and interactions. They aim to maximise ordinary situations and to approach these in a psychologically informed way, paying attention to interpersonal difficulties, for example those issues that might be linked to personality disorder.

Development of the PIPEs concept originated, in part, as a response to several key Government policies relating to the management of offenders with Personality Disorder (PD), following more than a decade of experience in the delivery of PD services for those offenders in the high secure estate.



The development and early field test of the model in prisons and community settings formed a key part of the joint NHS and HMPPS (then NOMS) strategy for the management of offenders likely to have a Personality Disorder. It is important to note that a diagnosis of personality disorder is not required to be considered eligible for referral to a PIPE.

PIPEs are a therapeutic intervention, but rather than formal treatment, they use the relational environment as the model of change. The PIPEs model has been developed as an environmental approach to enhance the delivery of core work within Prison and Probation (community) settings, where additional psychological or 'psycho-social' considerations are required. The PIPE model has been developed to be applicable in different settings across the Criminal Justice System; supporting offenders as they progress through the system.

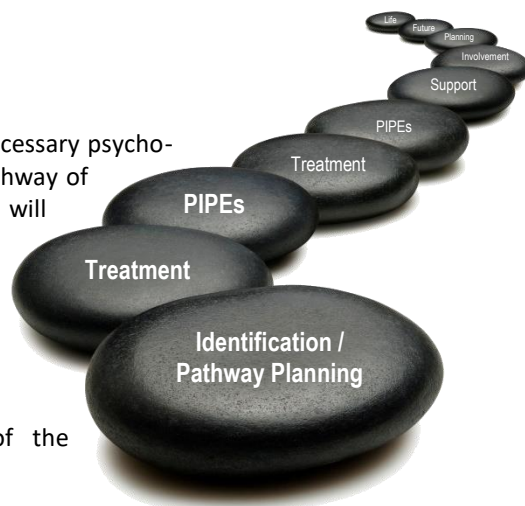
Application of the PIPE Model

For all applications of the PIPE approach, the aim is to provide the necessary psychosocial conditions to support active and effective engagement in a pathway of treatment for offenders with personality difficulties/disorders. This will include pre-treatment, in-treatment, and post-treatment prison environments, as well as supporting offenders released to an Approved Premises and to support needs post-treatment and on release into the community, promoting and supporting positive outcomes.

The PIPEs approach currently has four applications as part of the implementation of the Offender Personality Disorder Strategy:

- **Preparation (Engagement and Motivation)**
- **Provision (Whilst In-Treatment)**
- **Progression (Post-Treatment)**
- **Premises (Approved Premises in the Community)**

All PIPEs have a focus on psychosocial relating and aim to improve social integration and social functioning. Irrespective of where they are placed in the pathway, PIPEs are designed to help residents reflect upon and manage transitions.



PIPE Service	Description
Preparation PIPE	A residential service focussing on progression interfering behaviours and experiences, looking at treatment readiness (responsivity), motivation, engagement, and exploration of barriers to treatment or the next phase of a pathway.
Provision PIPE	A psycho-socially informed environment which provides an appropriate and supportive residential environment for those undertaking treatment in a different setting (e.g., for those in a day treatment service). The PIPE supports residents to actively apply skills and learning achieved through treatment.
Progression PIPE	The Progression PIPE will support residents in consolidating and generalising their treatment gains, putting new skills into practice, and demonstrating improvements in behaviour. Residents will have successfully completed a treatment programme (usually one of high intensity).
Approved Premises PIPE	A whole-premises approach, focussing on a psycho-social understanding of residents, and supporting effective community re-integration and resettlement. PIPE Approved Premises will integrate PIPE model requirements into the core functions of the premises and aim to provide new experiences and pro-social opportunities for its residents. The population will include a range of residents at different stages of the pathway, for example a mix of those who have completed interventions and those who have not. The models above could be adapted to be delivered in a community setting, focussing on a specific population if required.

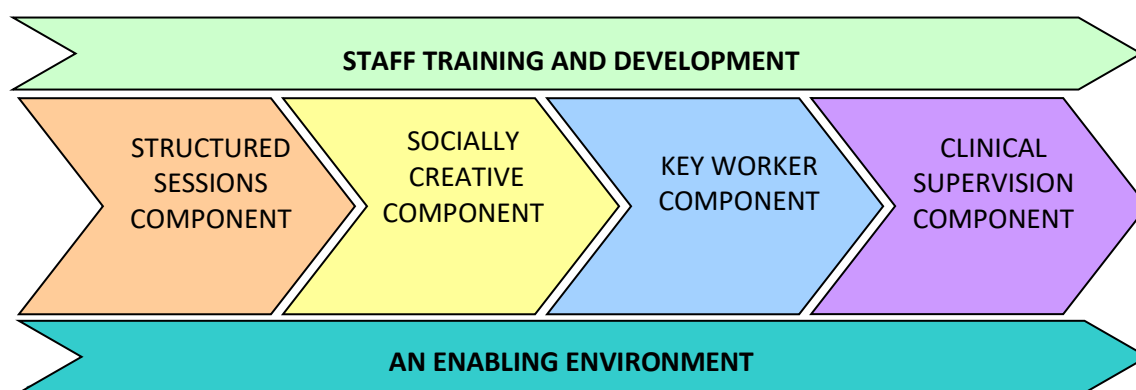
Current PIPE Services

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As of September 2023, NHS England and HMPPS have co-commissioned 30 PIPE services in both Prisons and Approved Premises. These services exist for men and women in both custodial and community settings, working in a range of secure settings.

The Model

The PIPE model incorporates six core components which are designed to support and develop individuals living and working on a PIPE. Through **training** and clinical **supervision**, the staff group can begin to develop the psychological and social **environment** of the unit, paying attention to the core principles of an enabling environment. Planned **socially creative** and **structured** sessions are offered to residents to provide opportunities for relating and addressing issues that may be affecting progression through their pathway of intervention. **Key worker** sessions between offenders and staff are developed to coordinate, reflect upon, and process the participant's involvement on the PIPE, and their plans for the future.



Psychologically Informed....

Staff who choose to work on the PIPE should be carefully selected and appropriately trained. They require support and clinical supervision to make the best use of their ability to operate within a psychological framework. This involves developing the way staff think about the meaning of behaviour and how relationships are best managed. This process of psychologically informed practice acknowledges the complex interaction both between staff and residents, and within these groups themselves. The **focus on relationships** is therefore a key element of the PIPE unit, with individual and group interactions open to discussion and reflection.

The model includes opportunities to enhance existing relationships between residents and staff using regular, focussed **key worker** or **PIPE worker sessions**. The PIPE model builds on existing structures and activities and provides opportunities for all formal and informal interactions, all positive and negative behaviours, to be considered by the staff group in a psychologically informed way. This in turn promotes the development of a healthy social environment and can improve the quality of relationships and interactions.

Staff are supported in their role by the provision of additional training which includes how to develop an Enabling Environment (see below), **KUF Awareness level** (Personality Disorder 'Knowledge and Understanding Framework') and group work skills. PIPE service leads are also expected to attend introductory level training in group analysis, including clinical and relevant operational staff.



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Integrated co-leadership is a core foundation of any PIPE. On a day-to-day basis, the PIPE is clinically led by an experienced and qualified practitioner in partnership with a nominated Operational Lead from the host establishment or organisation. In a prison the Operational Lead is usually a Custodial Manager with support from a nominated Residential Governor, in an Approved Premises (AP) by a qualified Probation or Senior Probation Officer. The Clinical Lead is usually a psychologist, but other professional disciplines may also be suitably qualified for this role. They are required to work directly on the unit daily.

Operational Leads have a key role in creating and maintaining a psycho-social environment and ensuring that the unit adheres to the theoretical principles of the PIPE model. They are expected to facilitate and participate in the PIPE regime; ensuring, for example that staff can attend **training and supervision**. The Governor/Senior Probation Officer connected to the PIPE should aim to promote and protect the PIPE unit within the wider prison/probation system.

...Planned...

The PIPE model offers additional structures and **planned components and responses** to support its functioning. These components provide several opportunities for psychologically informed practice to take place, particularly where the context of an institution may not always support pro-social behaviour or interaction. These components take the form of **structured groups** and **socially creative activities** as well as enhanced individual contact. Over time, delivery of the PIPE approach supports staff in the service to develop a more 'planned' approach to working on the service, in respect to developing and maintaining relationships, responding to situations, developing thinking about the day-to-day task from psychological and social perspectives.

Each PIPE service provides on-going **structured sessions** to its residents, responding to needs relating to their current position in a pathway of intervention. These sessions may include formal opportunities to focus on issues around engagement with treatment, provision of psychoeducation, or at the post-treatment phase, opportunities to consolidate and generalise work undertaken earlier in their sentence. In a community setting, where residents might not have addressed their offending behaviour, these groups have a pro-social focus supporting offenders' resettlement needs.

The precise content of the above groups can be flexible, but each session is required to have a rationale i.e., the content should reflect the needs of the group, and staff should be able to articulate why they have chosen a particular activity for that week/month. The content and structure of these sessions continue to be developed by the network of lead clinicians in liaison with each other and, where appropriate, the PIPE central team.

Socially Creative, or 'informal' sessions are also offered. Whilst the structured sessions above have an emphasis on content above process, the socially creative sessions have an emphasis on 'process' over 'content'. They can aid residents work towards their goals, identified as part of the 'Good Lives' approach, which is described further below. The socially creative sessions provide the opportunity to interact or socialise, whilst retaining focus on a 'task'. The sessions also provide staff with an opportunity to observe and monitor resident interactions in a less formal/ structured environment. They also provide opportunities for exploring new experiences for residents, considering the role of creativity and imagination.

The activities are decided upon and planned by the staff team, under supervision of the Clinical Lead however residents are also often involved in the suggesting, planning and at times delivery of these sessions, where appropriate. Sessions can include activities promoting competition between offenders, opportunities to explore and reflect on creative talents, the **testing** of skills and behaviours through

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pro-social tasks and provide the opportunity to have new pro-social **experiences** which may not have previously been encountered. In appropriate circumstances this might involve participation from external groups, businesses, charities, and agencies. Any activity needs to comply with standards for 'acceptable' activity within HMPPS and will have a primary focus of supporting and monitoring relational activity.

Closely aligned to socially creative sessions is enrichment. Whilst this can encompass a variety of activities all PIPEs run, or plan to run, shared reading groups. Shared reading groups create opportunities to change attitudes, behaviour and thinking in a safe environment and encourage social inclusion and positive interaction by providing opportunities for shared purposeful activity. Furthermore, they aim to improve health and psychological well-being through interactions with others, increasing a sense of community, social engagement, confidence, and self-reflection whilst also enhancing literacy skills and interests.

An additional planned and core activity for the staff team is **group supervision** which is facilitated by the Clinical Lead. Residents who have difficulties in how they relate to others can potentially be seen as difficult and therefore, having the time to reflect on why people behave the way they do (e.g., how historical events get replayed in current situations) can help staff understand and manage residents in a more mindful way. This requires time to **reflect**, supported through supervision, to **research** further information about the resident (e.g., case files), and be able to **relate** this back to their work, for example through individual sessions between staff and the resident.

Clinical Leads receive monthly group process supervision and bi-monthly individual supervision, both provided by a qualified and experienced group analyst.

The opportunity to reflect upon interactions as they take place within the PIPE environment can make it easier for staff to identify progress (or lack of it) and this should make documentation of risk easier. This can help inform reports and Parole board decisions, for example, in a clear and consistent manner.

...Environment

At a practical level, AP PIPEs are expected to operate as a 'whole unit'. In prison the PIPE should be housed on a discreet unit, where influences from non-PIPE prisoners, and contact with non-PIPE trained/supported staff is kept to a minimum.

As the PIPE 'regime' is not a full-time activity, residents from both the AP and Prison PIPEs are expected to engage in purposeful activity in an external environment (e.g., employment or workshops), but once back on the PIPE, connections with non-PIPE staff/residents should be kept to a minimum to help contain and sustain the PIPE environment and manage the dynamics in a consistent manner.

One of the main areas of focus on the PIPE is the development of a positive and enabling environment. This is sometimes referred to as a healthy psycho-social environment. The PIPE model places an emphasis on how the environment operates, so that it can facilitate learning and growth, rather than inadvertently reinforcing asocial or emotionally destructive behaviours. The Enabling Environments process was developed by the Royal College of Psychiatrists' Centre for Quality Improvement (CCQI).

Enabling Environments are defined as follows:



- A place where positive relationships promote well-being for all participants.
- A place where people experience a sense of belonging.
- A place where all people involved contribute to the growth and well-being of others.
- A place where people can learn new ways of relating.
- A place that recognises and respects the contributions of both parties in a helping relationship.

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- A place that recognises that carers also need to be cared for.

Enabling Environments are therefore an essential component of each PIPE, and form part of the mandatory training package for staff.

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PART C – GEOGRAPHICAL LOCATIONS

1. The Supplier shall provide the Services (as selected in Part B above) in the following Geographical Locations.
 - 1.1 Prisons
 - 1.1.1 North East
 - (a) HMP Low Newton (Durham)
 - (b) HMP Frankland (Durham)
 - (c) HMP Holme House (Teeside)
 - (d) HMP Hull (Hull)
 - 1.1.2 North West
 - (a) HMP Hindley (Wigan)
 - (b) HMP Wymott (Leyland)
 - 1.1.3 Midlands
 - (a) HMP Gartree (Leicestershire)
 - (b) HMP Swinfen Hall (Litchfield)
 - (c) HMP Long Lartin (Worcestershire)
 - 1.1.4 South East
 - (a) HMP Whitemoor (Cambridgeshire)
 - (b) HMP Warren Hill (Suffolk)
 - (c) HMP Swaleside (Isle of Sheppey)
 - (d) HMP Highdown (Surrey)
 - 1.1.5 South West & South Central
 - (a) HMP Eastwood Park (Gloucestershire)
 - (b) HMP Send (Woking)
 - 1.2 Approved Premises
 - 1.2.1 North East
 - (a) Ozanam House (Newcastle)
 - (b) Southview (York)
 - (c) Holbeck House (Leeds)

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1.2.2 North West

- (a) Bradshaw House (Bury)
- (b) Edith Rigby House (Preston)
- (c) Stafford House (Liverpool)

1.2.3 Midlands

- (a) Kirk Lodge (Leicester)
- (b) Crowley House (Birmingham)

1.2.4 South East

- (a) Peterborough (Peterborough)
- (b) Fleming House (Maidstone)

1.2.5 London

- (a) Canadian Avenue (London)

1.2.6 South West & South Central

- (a) Dickson House (Fareham, Hampshire)
- (b) Lawson House (Plymouth)

- 1.3 The Authority reserves the right to request Shared Reading Groups at additional establishments or change existing establishments, with agreement from the Supplier. Changes will be made by following the Change Control Procedure .

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SCHEDULE 2.2

CALL-OFF PERFORMANCE LEVELS

1. **CALL-OFF CONTRACT PERFORMANCE INDICATORS**

- 1.1 The Call-Off Contract Performance Indicators for this Call-Off Contract shall be those set out in Appendix 1 to this Schedule 2.2 (Call-Off Performance Levels).

2. **BEDDING IN PERIOD**

- 2.1 For the purposes of Clause 1.6 of the Framework Agreement the bedding in period shall be 2 months.

3. **OPERATIONAL ASSURANCE**

- 3.1 The Customer shall use the Authority's operational assurance methodology as set out in Appendix 2 to Schedule 2.2 (Performance Levels) of the Framework Agreement.

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APPENDIX 1 - CALL-OFF CONTRACT PERFORMANCE INDICATORS

Key Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Target Performance Level	Trigger Level
KPI 1	<p>Delivery of 2 Shared Reading Groups per week at 95% of OPD settings within Prison Establishments.</p> <p>Delivery of 2x Shared Reading Groups at all establishments detailed at Section 2.1.1 of the Specification is equal to 100%. Actual delivery will be worked out as a percentage.</p> <p>Performance must be reported as per Section 3 (Contract Performance and Management) of the Specification and as per Schedule 7.1 (Call-off Charges and Invoices) of this call-off contract.</p>	Reported on and measured monthly.	95%	90%
KPI 2	<p>Delivery of 1 Shared Reading Group per week at 95% of PIPE Approved Premises or other OPD settings.</p> <p>Delivery of 1x Shared Reading Groups at all establishments detailed at Section 2.1.2 of the Specification is equal to 100%. Actual delivery will be worked out as a percentage.</p> <p>Performance must be reported as per Section 3 (Contract Performance and Management) of the Specification and as per Schedule 7.1 (Call-off Charges and Invoices) of this call-off contract.</p>	Reported on and measured monthly.	95%	90%

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Key Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Target Performance Level	Trigger Level
KPI 3	<p>Customer Satisfaction Surveys to indicate at least 80% of participants of Shared Reading Groups have achieved higher levels of the outcomes detailed at Section 2.1 of the Specification.</p> <p>Performance must be reported as per Section 3 (Contract Performance and Management) of the Specification.</p>	Reported on and measured twice per annum.	80%	70%
KPI 4 – Social Value	<p>32 people hours per quarter spent supporting local community integration, such as volunteering and other community-led initiatives, under the contract.</p> <ul style="list-style-type: none"> MAC 8.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities. <p>Activities that demonstrate and describe the Supplier's existing or planned:</p> <ul style="list-style-type: none"> Measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote strong, integrated communities through its performance of the contract, e.g. 	Reported on and measured quarterly	100%	90%

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Key Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Target Performance Level	Trigger Level
	through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering			

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SCHEDULE 2.5

CALL-OFF INSURANCE

1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	REDACTED	£10million
Professional Indemnity Insurance	REDACTED	£1million Trustees & Directors Indemnity - £5million
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	REDACTED	£10million

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SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects

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SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

REDACTED

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SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	26/02/2024	Annex B – Financial Response Template	Contact lifetime

SCHEDULE 4.3

CALL-OFF SUB-CONTRACTING

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
No subcontractors					

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SCHEDULE 6.1

CALL-OFF IMPLEMENTATION

1. INTRODUCTION

1.1 This Schedule is split into two (2) Parts:

1.1.1 Part A - which:

- (a) defines the process for the implementation of the Implementation Plan and any Amended Implementation Plan;
- (b) sets out the Implementation Services to be provided by the Supplier during the Implementation Period; and
- (c) identifies the Milestones (and associated deliverables) including the Key Milestones.

1.1.2 Part B – which sets out:

- (a) the process for testing whether a Milestone has been Achieved and the process for issuing a Milestone Achievement Certificate;
and
- (b) the consequences of any failure to meet a Milestone by the Milestone Date.

1.2 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

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PART A

IMPLEMENTATION

1. IMPLEMENTATION

- 1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period.
- 1.2 The Implementation Plan is set out in Annex 1.
- 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a monthly report to the Service Management Board detailing progress against each of the Milestones set out in the Implementation Plan (or any Amended Implementation Plan) and shall specifically highlight any potential or likely delay in respect of any of the Key Milestones. This report shall be provided in accordance with Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights).
- 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
 - a) incorporates all of the Milestones and Milestone Dates and identifies which Milestones shall be Key Milestones for the purposes of this Call-Off Contract;
 - b) includes (as a minimum) the Supplier's proposed timescales in each of the Milestones;
 - c) clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements;
 - d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - e) clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
 - f) is produced using a software tool as specified, or agreed by the Customer.
- 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
 - a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
 - i. details of the Supplier's intended approach to the Implementation Plan and/or the Amended Implementation Plan and its development;
 - ii. copies of the draft Implementation Plan and/or the Amended Implementation Plan produced by the Supplier;

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iii. any other work in progress in relation to the Implementation Plan and/or the Amended Implementation Plan; and

b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.

1.6 All changes to the Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 36 (Customer Cause)).

2. COMPLETION OF THE IMPLEMENTATION PLAN

2.1 The Supplier shall ensure the Implementation Plan is completed in full (and all Milestones are met) by the end of the Implementation Period.

2.2 The Customer shall monitor the Supplier's performance of the Implementation Plan and issue any Milestone Achievement Certificates in accordance with the provisions of Part B of this Schedule 6.1 (Call-Off Implementation).

2.3 The provisions of Paragraph 4 of Part B shall apply in respect of any failure to meet the Milestone Dates.

PART B

MILESTONE ACHIEVEMENT

1. ACHIEVEMENT OF MILESTONES

- 1.3 Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
- 1.4 The Supplier shall not submit any evidence in relation to a Milestone under Paragraph 1.3 unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the relevant Acceptance Criteria.
- 1.5 The Supplier shall submit its evidence for each Milestone on or before the relevant Milestone Date.
- 1.6 The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Milestone meets the Acceptance Criteria. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the Milestone Acceptance Criteria.
- 1.7 Any Disputes between the Customer and the Supplier regarding the Achievement of Milestones shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

2. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE

- 2.1 The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - a) the review by the Customer of the evidence submitted by the Supplier under Paragraph 1.3 above and determination by the Customer that such evidence demonstrates that the Milestone meets the Acceptance Criteria; and
 - b) performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan associated with that Milestone.
- 2.2 The grant of a Milestone Achievement Certificate may entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing). Otherwise payment of the Charges in consideration of the Supplier's provision of the Implementation Services (included on the grant of a Milestone Achievement Certificate (as may be applicable)) shall be in accordance with the payment mechanism and terms as set out in Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing).
- 2.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Milestone not being Achieved.

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- 2.4 The Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the relevant issues in accordance with an agreed Rectification Plan provided that:
- a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within ten (10) Working Days of receipt of the Customer's report pursuant to Paragraph 2.3); and
 - b) where the Customer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

3. RISK

- 3.1 The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:
- a) operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Customer's requirements for that Milestone; or
 - b) affect the Customer's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the Milestone Achievement Certificate relates.
- 3.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:
- a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Customer Requirements;
 - b) the Services are implemented in accordance with this Call-Off Contract; and
 - c) each Target Performance Level is met in accordance with Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract.

4. MISSED MILESTONE DATE(S)

- 4.1 If any Milestone has not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
- 4.2 If a Key Milestone has not been Achieved on or before the relevant Milestone Date the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) shall apply unless the Call-Off Contract provides that no Delay Payments shall be payable under the Call-Off Contract.
- 4.3 In addition to the payment made in accordance with Paragraph 4.2 above, if a Key Milestone has not been achieved by the Milestone Date, it shall be considered a Notifiable Default and the Rectification Plan Process as set out in Clause 32 of the Framework Agreement shall apply.
- 4.4 Where any failure to Achieve a Milestone results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:

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- a) issue a conditional Milestone Achievement Certificate in accordance with the process set out in Paragraph 2.4 of this Part B of Schedule 6.1 (Call-Off Implementation);
- b) claim a Delay Payment in accordance with the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement;
- c) terminate the Call-Off Contract on the basis of a Supplier Termination Event;
- d) regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply; and/or
- e) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.

5. DELAYS DUE TO CUSTOMER CAUSE

If the Supplier has failed to achieve the Milestone Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

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ANNEX 1

IMPLEMENTATION PLAN

REDACTED

SCHEDULE 6.2

CALL-OFF SOFTWARE

1. THE SOFTWARE

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:-

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
NONE							

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:-

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
REDACTED							

SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

- 1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:
- (a) Unit Price
 - (b) Fixed Pricing
- 1.2 The Supplier's Financial Response Template is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).

2. UNIT PRICE

- 2.1 The Unit Prices shall be as set out below.

REDACTED

- 2.2 In addition, Fixed Pricing shall apply for the following elements, as per the Supplier's Financial Response Template:
- 2.2.1 Management and Overhead costs – to be paid monthly in arrears.
- 2.3 The Unit Price Report shall be prepared by the Supplier. This must be submitted alongside monthly invoices to provide evidence of Units delivered.
- 2.4 Invoices submitted by the supplier should include a breakdown of the following:
- 2.4.1 Unit Price Report
 - 2.4.2 Management and overhead charges
- 2.5 All charges shall be fixed for the initial 2-year contract term and any extension periods are not subject to indexation.

3. PERFORMANCE PAYMENTS

- 3.1 The Maximum Retained Percentage for the relevant Call-Off Contract shall be 0%

4. DELAY PAYMENTS

- 4.1 There shall be no Delay Payments payable under this Call-Off Contract.

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ANNEX 1

FINANCIAL RESPONSE TEMPLATE

REDACTED

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

- 1.1 The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

2. PROVISION OF REPORTS

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

3. SUPPLIER AUDITS

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) shall not be applicable to this Call-Off Contract.

ANNEX 1

TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As per Schedule 2.2	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

REPORTS

Regular reports

Required Report	Content	Format	Frequency
Monthly Performance report	As described in Section 3.3 of the Specification.	As described in Section 3.3 of the Specification.	Monthly
Charges	Total Charges Actual Supplier Profit/Surplus	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As notified by the Customer from time to time	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annually
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annually
Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)
Audited and unaudited Finance statements (the "Management Accounts")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annually
Implementation Plan	As described in Schedule 6.1 (Implementation Plan) and Section 3.6 of the Specification	As notified by the Customer	Received regularly during Implementation Period

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Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	As notified by the Customer
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Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	On request

SCHEDULE 8.1**CALL-OFF GOVERNANCE****1. REPRESENTATION AND STRUCTURE OF BOARDS**

1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

a) Service Management Board

Customer Members of Service Management Board	Senior Business Owner [Chairperson]
Supplier Members of Service Management Board	REDACTED
Start Date for Service Management Board meetings	15 th April 2024 [as required]
Location of Service Management Board meetings	Microsoft Teams or venue to be agreed

b) Contract Strategy Board

Customer members of Contract Strategy Board	Senior Business Owner [Chairperson] Commercial Manager
Supplier members of Contract Strategy Board	REDACTED
Start date for Contract Strategy Board meetings	15 th April 2024 [as required]
Location of Contract Strategy Board meetings	Microsoft Teams or venue to be agreed

c) Change Management Board

Customer Members of Change Management Board	Senior Business Owner [Chairperson] Commercial Manager]
Supplier Members of Change Management Board	REDACTED
Start Date for Change Management Board meetings	15 th April 2024 [as required]
Location of Change Management Board meetings	Microsoft Teams or venue to be agreed

1.2 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract:

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Customer attendees for annual review meeting	Commercial Manager [Chairperson] Senior Business Owner / Business Lead
Supplier attendees for annual review meeting	REDACTED

SCHEDULE 9.1 C

STAFF TRANSFER

2. DEFINITIONS

In this Schedule, the following definitions shall apply:-

"Former Authority Supplier"	means a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services)
"Former Authority Supplier Sub-contractor"	means a sub-contractor (or any sub-contractor of any such sub-contractor or any other sub-contractor within the Former Authority Supplier's supply chain) of a Former Authority Supplier supplying services or discharging grant obligations to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services)
"Former Supplier"	means either Former Authority Supplier or Former Authority Supplier Sub-contractor or both as the context requires
"New Fair Deal"	means the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date
"Notified Sub-contractor"	means a Sub-contractor identified in Schedule 9.1 (Call-Off Staff Transfer) to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date
"Relevant Transfer Date"	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place or the Call-Off Commencement Date where the incumbent Former Supplier becomes the Supplier or a Sub-contractor of the Supplier under the Call-Off Contract
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations apply
"Replacement Sub-contractor"	means a Sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor)
"Service Transfer Date"	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor

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"Staffing Information"

means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format if required:-

- (a) their date of birth, job title, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, workers, agency workers or otherwise;
- (c) the % of time they spend engaged in the provision of the Service (or part thereof) transferring;
- (d) the identity of the employer or relevant contracting Party;
- (e) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (f) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (g) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (h) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (i) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (j) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees) and
- (k) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations

"Supplier's Final Supplier Personnel List"

means a list provided by the Supplier of all Supplier Personnel who will transfer via a Relevant Transfer on the Service Transfer Date

**"Supplier's Provisional
Supplier Personnel List"**

means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier or any Sub-contractor of the Supplier (or any Sub-contractor of any such Sub-contractor)

**"Transferring Former
Supplier Employees"**

means in relation to a Former Supplier, those employees of the Former Supplier identified by the Customer as Transferring Former Supplier Employees who transfer via a Relevant Transfer on the Relevant Transfer Date

**"Transferring Supplier
Employees"**

means those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date

3. **INTERPRETATION**

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

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PART A

[NOT USED]

**PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF
SERVICES**

4. RELEVANT TRANSFERS

4.1 The Customer and the Supplier agree that:

- 4.1.1 the commencement of the provision of the Services or of any relevant part of the Services may give rise to a Relevant Transfer in relation to the Transferring Former Supplier Employees;
- 4.1.2 should a Relevant Transfer occur, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee;
- 4.1.3 the Supplier shall not and shall procure that any Notified Sub-contractor shall not, at any time during the Call-Off Term of the Call-Off Contract sub-contract the provision of the Services, whether in whole or in part, without complying with the provisions of Clause 17 of the Framework Agreement.

5. FORMER SUPPLIER INDEMNITIES

The Customer is unable to procure that the Former Supplier shall indemnify the Supplier against any Employee Liabilities in relation to any of their employees.

6. SUPPLIER INDEMNITIES AND OBLIGATIONS

The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and/or as required by law and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date).

7. INFORMATION

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out such consultation as the Customer deems necessary and the Supplier shall, and shall procure that each Sub-contractor shall take such steps to ensure a smooth and timely transfer from the Former Supplier.

8. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

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

- 8.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

8.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999";

8.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

8.1.4 the New Fair Deal.

8.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5 shall be agreed in accordance with the Change Control Procedure.

9. **PENSIONS**

The Supplier shall, and shall procure that each Sub-contractor shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

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PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES
NOT USED

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PART D: PENSIONS

NOT USED

PART E: EMPLOYMENT EXIT PROVISIONS

10. PRE-SERVICE TRANSFER OBLIGATIONS

10.1 The Supplier agrees that:

10.1.1 within twenty (20) Working Days of receipt of a written request of the Customer at any time; and/or

10.1.2 within twenty (20) Working Days of the earliest of:

(a) receipt of a notification from the Customer of a Service Transfer or intended Service Transfer; or

(b) receipt of the giving of notice of early termination or any Partial Termination of the Call-Off Contract; or

(c) the date which is twelve (12) months before the end of the Call-Off Term or, if the Call-Off Term is less than 12 months the date which is six (6) months before the end of the Call-Off Term,

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

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

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

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

10.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 2 and 10.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

10.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 2 and 10.2 shall be true and accurate in all material respects at the time of providing the information.

10.5 From the date of the earliest event referred to in Paragraph 1.1(b) the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

10.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;

10.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);

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- 10.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 10.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 10.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 10.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

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

- 10.6 During the Call-Off Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 10.6.1 the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents, agency workers) engaged in providing the Services;
 - 10.6.2 the percentage of time spent by each individual engaged in providing the Services; and
 - 10.6.3 a description of the nature of the work undertaken by each individual by location.
- 10.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-contractor to support a future procurement process, timely and full provision of Staffing Information and consultation between employers and to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 10.7.1 the most recent month's copy pay slip data;
 - 10.7.2 details of cumulative pay for tax and pension purposes;
 - 10.7.3 details of cumulative tax paid;
 - 10.7.4 tax code;
 - 10.7.5 details of any voluntary deductions from pay;
 - 10.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 10.7.7 a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

10.7.8 bank/building society account details for payroll purposes.

11. EMPLOYMENT EXIT PROVISIONS

- 11.1 The Customer and the Supplier acknowledge that the Employment Regulations may apply on termination or part termination of the Call-Off Contract for whatever reason and this Paragraph 2 shall be read accordingly. The identity of the provider of the Services (or any part of the Services) may therefore change (whether as a result of termination or Partial Termination of the Call-Off Contract or otherwise) resulting in the Services or part thereof being undertaken by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and/or any Sub-contractor and the Transferring Supplier Employees will have effect on and from the Service Transfer Date as if originally made between the Customer, a Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 11.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due in relation to any Fair Deal Employee(s) which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Customer, a Replacement Supplier and/or Replacement Sub-contractor.
- 11.3 Subject to Paragraph 11.4, the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- 11.3.1 any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 11.3.2 the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
- (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- 11.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 11.3.4 any failure by the Supplier or any Sub-contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Supplier Employees or workers (current or past) including, but not limited to any failure to maintain

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adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Customer, a Replacement Supplier and/or Replacement Sub-contractor on request;

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

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

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

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

11.3.7 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of the Call-Off Contract and/or the Employment Regulations; and

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

11.4 The indemnities in Paragraph 11.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer, a Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

11.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Customer, a Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date; or

11.4.2 arising from the Customer's failure, a Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

11.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that their contract of employment has been transferred from the Supplier or any Sub-contractor

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to the Customer, a Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

11.5.1 the Customer shall, or shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

11.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Customer, a Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

11.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Customer shall, or shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from their employment or alleged employment.

11.7 If after the fifteen (15) Working Day period specified in Paragraph 11.5.2 has elapsed:

11.7.1 no such offer of employment has been made;

11.7.2 such offer has been made but not accepted; or

11.7.3 the situation has not otherwise been resolved,

the Customer may, or shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

11.8 Subject to the Customer, a Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 11.5 to 11.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Customer, a Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 11.7 provided that the Customer takes, a Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

11.9 The indemnity in Paragraph 11.8:

11.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Customer, a Replacement Supplier and/or Replacement Sub-contractor; or

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

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- 11.9.2 shall apply only where the notification referred to in Paragraph 11.5.1 is made by the Customer, a Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six (6) months of the Service Transfer Date.
- 11.10 If any such person as is described in Paragraph 11.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Customer, a Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 11.5 to 11.7, such person shall be treated as a Transferring Supplier Employee.
- 11.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 11.11.1 the Supplier and/or any Sub-contractor; and
- 11.11.2 the Customer and/or the Replacement Supplier and/or the Replacement Sub-contractor.
- 11.12 The Supplier shall, and shall procure that each Sub-contractor shall, support a smooth and timely transfer and promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations and/or such consultation as the Customer deems necessary. The Customer shall, or shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 11.13 The Supplier shall, and shall procure that each Sub-contractor shall, provide all reasonable assistance and documentation required by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor required by them in connection with any query, claim, dispute or proceedings arising after a Service Transfer Date but relating to a Transferring Supplier Employee.
- 11.14 Subject to Paragraph 11.15, the Customer shall, or shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 11.14.1 any act or omission of the Customer, a Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee arising on or after the Service Transfer Date;
- 11.14.2 the breach or non-observance by the Customer and/or a Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
- (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Customer and/or Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;

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- 11.14.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 11.14.4 any proposal by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Customer and/or Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - 11.14.5 any statement communicated to or action undertaken by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - 11.14.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Sub-contractor, to the Customer, Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
 - 11.14.7 a failure of the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
 - 11.14.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Customer and/or Replacement Supplier and/or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 11.15 The indemnities in Paragraph 11.14 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

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SCHEDULE 9.2

CALL-OFF KEY PERSONNEL

- 1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
- 2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
REDACTED				

SCHEDULE 10

CALL-OFF PROCESSING OF PERSONAL DATA

PART 1

1. SCHEDULE OF DATA SHARING PARTICULARS

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	Aggregate volume of data: <1000
Permitted Purpose	Delivery of the service as set out in the contract.

PART 2

1. SCHEDULE OF DATA PROCESSING PARTICULARS

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	Aggregate volume of data: <1000