

## SCHEDULE 7

### STAFF TRANSFER

#### 1. DEFINITIONS

In this Schedule, the following definitions shall apply:

<b>"Delivery Partner's Final Delivery Partner Personnel List"</b>	means a list provided by the Delivery Partner of all Delivery Partner Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
<b>"Delivery Partner's Provisional Delivery Partner Personnel List"</b>	means a list prepared and updated by the Delivery Partner of all Delivery Partner Personnel who are engaged in or wholly or mainly 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 Delivery Partner;
<b>"Fair Deal Employees"</b>	means those Transferring Ofwat Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Delivery Partner Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
<b>"Former Delivery Partner"</b>	means a supplier supplying services to Ofwat before any relevant Services Commencement Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
<b>"New Fair Deal"</b>	means the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013;
<b>"Relevant Transfer"</b>	means a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>"Replacement Sub-contractor"</b>	means a sub-contractor of the Replacement Delivery Partner (or any sub-contractor of any such sub-contractor);
<b>"Schemes"</b>	means the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation

Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 'alpha' Principal Civil Service Pension Scheme established pursuant to the Public Service Pensions Act 2013 and governed by the Public Service (Civil Servants and Others) Pension Regulations 2014 as amended from time to time;

**"Service Transfer"**

means any transfer of the Services (or any part of the Services), for whatever reason, from the Delivery Partner or any Sub-contractor to a Replacement Delivery Partner or a Replacement Sub-contractor;

**"Service Transfer Date"**

means the date of a Service Transfer;

**"Staffing Information"**

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

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other **"employee liability information"** as such term is defined in regulation 11 of the Employment Regulations;

**"Transferring Ofwat Employees"**

means those employees of Ofwat who allege that the Employment Regulations will apply to their employment on a relevant Services Commencement Date;

**"Transferring Former Delivery Partner Employees"**

means in relation to a Former Delivery Partner, those employees of the Former Delivery Partner who allege that the Employment Regulations will apply to their employment on the Services Commencement Date; and

**"Transferring Delivery Partner Employees"**

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

2. **INTERPRETATION**

Where a provision in this Schedule imposes an obligation on the Delivery Partner to provide an indemnity, undertaking or warranty, the Delivery Partner shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to Ofwat, a Former Delivery Partner, Replacement Delivery Partner or Replacement Sub-contractor, as the case may be. The obligation in this paragraph 2 does not apply in respect of Mott Macdonald but for the avoidance of doubt this does not detract from the Delivery Partner's obligations and/or liabilities under either Clause 17.4 of this Agreement or the remainder of Schedule 7 with respect to Mott Macdonald or any persons employed or engaged by Mott Macdonald.

## **PART A**

### **NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. NO RELEVANT TRANSFER**

Ofwat and the Delivery Partner agree that the commencement of the provision of the Services or of any part of the Services will not give rise to a Relevant Transfer in relation to any employees of Ofwat and/or any Former Delivery Partner.

#### **2. PROCEDURE IN THE EVENT OF AN ALLEGED RELEVANT TRANSFER**

2.1 If any employee of Ofwat and/or a Former Delivery Partner claims, or it is determined in relation to any employee of Ofwat and/or a Former Delivery Partner, that his/her contract of employment has been transferred from Ofwat and/or the Former Delivery Partner to the Delivery Partner and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.1.1 the Delivery Partner shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to Ofwat and, where required by Ofwat, give notice to the Former Delivery Partner; and

2.1.2 Ofwat and/or the Former Delivery Partner may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Delivery Partner or the Sub-contractor (as appropriate) or take such other reasonable steps as Ofwat or a Former Delivery Partner (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.2 If an offer referred to in Paragraph 2.1.2 is accepted (or if the situation has otherwise been resolved by Ofwat and/or the Former Delivery Partner), the Delivery Partner shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.3 If by the end of the 15 Working Day period specified in Paragraph 2.1.2:

2.3.1 no such offer of employment has been made;

2.3.2 such offer has been made but not accepted; or

2.3.3 the situation has not otherwise been resolved,

any such person as is described in Paragraph 2.1 shall be treated as having transferred to the Delivery Partner and/or the Sub-contractor (as appropriate) and the Delivery Partner shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.4 Where any person remains employed by the Delivery Partner and/or any Sub-contractor pursuant to Paragraph 2.3, all Employee Liabilities in relation to such employee shall remain with the Delivery Partner and/or the Sub-contractor and the Delivery Partner shall indemnify Ofwat and any Former Delivery Partner, and shall procure that the Sub-contractor shall indemnify Ofwat and any Former Delivery Partner, against any Employee Liabilities that either of them may incur in respect of any such employees.

2.5 Where any person remains employed by the Delivery Partner and/or any Sub-contractor pursuant to Paragraph 2.3, the Delivery Partner shall, and shall procure that each Sub-contractor shall:

- 2.5.1 secure pension protection for any such persons who are Fair Deal Employees in accordance with New Fair Deal;
  - 2.5.2 comply with the requirements of Part 1 of the Pensions Act 2008 and/or the Transfer of Employment (Pension Protection) Regulations 2005 in respect of such persons;
  - 2.5.3 comply with the requirements of the Employment Regulations and the Acquired Rights Directive insofar as they relate to the provision of pension and death benefits in respect of such persons; and
  - 2.5.4 indemnify and keep indemnified Ofwat and any Former Delivery Partner on demand against all liabilities costs and expenses arising out of or in connection with any failure or alleged failure of the Delivery Partner or the Sub-contractor, as the case may be, to comply with its obligations under this Paragraph 2.5.
- 2.6 The Delivery Partner and Ofwat agree that Ofwat shall not be liable for any Employment Liabilities arising out of or in connection with the termination of the employment of any of the employees referred to in Paragraph 2.1 by the Delivery Partner and/or the relevant Sub-contractor.
- 2.7 Notwithstanding the other provisions of this Schedule, the Delivery Partner and Ofwat agree that the Delivery Partner and/or the relevant Sub-contractor, as the case may be, shall, both during and after the Term, indemnify and keep indemnified Ofwat and any Former Delivery Partner against all liabilities, costs and expenses arising out of or in connection with any claim by any employee or former employee of the Delivery Partner or the Sub-contractor, or a beneficiary claiming through such an employee or former employee, arising from or in connection with the transfer of the employee to the Delivery Partner or the Sub-contractor pursuant to Paragraph 2.3 and relating to any right under or in connection with an occupational pension scheme which relates to any matter, right or claim other than old age invalidity or survivors' benefits under such a scheme, which shall include any such claim arising out of or in connection with the termination of the employment of any of the employees referred to in Paragraph 2.1.

## **PART B**

### **EMPLOYMENT EXIT PROVISIONS**

#### **1. PRE-SERVICE TRANSFER OBLIGATIONS**

1.1 The Parties do not anticipate that TUPE will apply on the termination or partial termination of this Agreement. Notwithstanding that expectation the Parties agree to the terms of this Part B.

1.2 The Delivery Partner agrees that within 20 Working Days of the earliest of:

1.2.1 receipt of a notification from Ofwat of a Service Transfer or intended Service Transfer;

1.2.2 receipt of the giving of notice of early termination or any partial termination of this Agreement or any Workstream;

1.2.3 the date which is 12 months before the end of the Term; and

1.2.4 receipt of a written request of Ofwat at any time (provided that Ofwat shall only be entitled to make one such request in any 3 month period),

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

1.3 At least 20 Working Days prior to the Service Transfer Date, the Delivery Partner shall provide to Ofwat or at the direction of Ofwat to any Replacement Delivery Partner and/or any Replacement Sub-contractor:

1.3.1 the Delivery Partner's Final Delivery Partner Personnel List, which shall identify which of the Delivery Partner Personnel are Transferring Delivery Partner Employees; and

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

1.4 Ofwat shall be permitted to use and disclose information provided by the Delivery Partner under Paragraphs 1.2 and 1.3 for the purpose of informing any prospective Replacement Delivery Partner and/or Replacement Sub-contractor.

1.5 The Delivery Partner warrants, for the benefit of Ofwat, any Replacement Delivery Partner, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.3 shall be true and accurate in all material respects at the time of providing the information.

1.6 From the date of the earliest event referred to in Paragraphs 1.2.1, 1.2.2 and 1.2.3, the Delivery Partner 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 Delivery Partner's Provisional Delivery Partner Personnel List and shall not without the approval of Ofwat (not to be unreasonably withheld or delayed):

1.6.1 replace or re-deploy any Delivery Partner Personnel listed on the Delivery Partner's Provisional Delivery Partner Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is

employed on the same terms and conditions of employment as the person he/she replaces;

- 1.6.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Delivery Partner Personnel (including any payments connected with the termination of employment);
- 1.6.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Delivery Partner Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.6.4 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 Delivery Partner's Provisional Delivery Partner Personnel List;
- 1.6.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.6.6 terminate or give notice to terminate the employment or contracts of any persons on the Delivery Partner's Provisional Delivery Partner Personnel List save by due disciplinary process,

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

- 1.7 During the Term, the Delivery Partner shall provide, and shall procure that each Sub-contractor shall provide, to Ofwat any information Ofwat may reasonably require relating to the manner in which the Services are organised, which shall include:
  - 1.7.1 the numbers of employees engaged in providing the Services;
  - 1.7.2 the percentage of time spent by each employee engaged in providing the Services; and
  - 1.7.3 a description of the nature of the work undertaken by each employee by location.
- 1.8 The Delivery Partner shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to Ofwat, any Replacement Delivery Partner and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Delivery Partner 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 Delivery Partner Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Delivery Partner shall provide, and shall procure that each Sub-contractor shall provide, to Ofwat or, at the direction of Ofwat, to any Replacement Delivery Partner and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Delivery Partner's Final Delivery Partner Personnel List who is a Transferring Delivery Partner Employee:
  - 1.8.1 the most recent month's copy pay slip data;
  - 1.8.2 details of cumulative pay for tax and pension purposes;

- 1.8.3 details of cumulative tax paid;
- 1.8.4 tax code;
- 1.8.5 details of any voluntary deductions from pay; and
- 1.8.6 bank/building society account details for payroll purposes.

## 2. **EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 Ofwat and the Delivery Partner acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or partial termination of this Agreement or a Workstream or otherwise) resulting in the Services being undertaken by a Replacement Delivery Partner and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. Ofwat and the Delivery Partner further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Delivery Partner and the Transferring Delivery Partner Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Delivery Partner and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Delivery Partner Employee.
- 2.2 The Delivery Partner shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Delivery Partner 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 Delivery Partner 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 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 Delivery Partner and/or the Sub-contractor (as appropriate); and (ii) the Replacement Delivery Partner and/or Replacement Sub-contractor.
- 2.3 Subject to Paragraph 2.4, the Delivery Partner shall indemnify Ofwat and/or the Replacement Delivery Partner and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Delivery Partner Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
  - 2.3.1 any act or omission of the Delivery Partner or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
  - 2.3.2 the breach or non-observance by the Delivery Partner or any Sub-contractor occurring on or before the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Delivery Partner Employees; and/or
    - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Delivery Partner Employees which the Delivery Partner or any Sub-contractor is contractually bound to honour;

- 2.3.3 any claim by any trade union or other body or person representing any Transferring Delivery Partner Employees arising from or connected with any failure by the Delivery Partner or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - 2.3.4 any proceeding, claim or demand by HMRC or other statutory body 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 Delivery Partner Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory body relates to financial obligations arising on and before the Service Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Delivery Partner Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Delivery Partner to a Replacement Delivery Partner and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory body relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Delivery Partner 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 Delivery Partner Employees in respect of the period up to (and including) the Service Transfer Date;
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Delivery Partner or any Sub-contractor other than a Transferring Delivery Partner Employee for whom it is alleged Ofwat and/or the Replacement Delivery Partner and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Delivery Partner Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Delivery Partner Employee relating to any act or omission of the Delivery Partner 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 Ofwat and/or Replacement Delivery Partner to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Delivery Partner and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Delivery Partner Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Delivery Partner and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Delivery Partner's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not a Transferring Delivery Partner Employee claims, or it is determined in relation to any person who is not a Transferring Delivery Partner Employee, that his/her contract of employment has been transferred from the Delivery Partner or any Sub-contractor to the Replacement Delivery Partner and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 Ofwat shall procure that the Replacement Delivery Partner shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Delivery Partner; and

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

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Delivery Partner or a Sub-contractor, Ofwat shall procure that the Replacement Delivery Partner shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved,

Ofwat shall advise the Replacement Delivery Partner and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Delivery Partner and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Delivery Partner shall indemnify the Replacement Delivery Partner and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Delivery Partner takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

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

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

in any case in relation to any alleged act or omission of the Replacement Delivery Partner and/or Replacement Sub-contractor; or

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

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Delivery Partner and/or Replacement Sub-contractor to the Delivery Partner within 6 months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Delivery Partner or any Sub-contractor nor dismissed by the Replacement Delivery Partner and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Delivery Partner Employee and the Replacement Delivery Partner and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Delivery Partner 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 the Transferring Delivery Partner Employees 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:

2.11.1 the Delivery Partner and/or any Sub-contractor; and

2.11.2 the Replacement Delivery Partner and/or the Replacement Sub-contractor.

2.12 The Delivery Partner shall, and shall procure that each Sub-contractor shall, promptly provide to Ofwat and any Replacement Delivery Partner and/or Replacement Sub-contractor, in writing such information as is necessary to enable Ofwat, the Replacement Delivery Partner and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. Ofwat shall procure that the Replacement Delivery Partner and/or Replacement Sub-contractor, shall promptly provide to the Delivery Partner and each Sub-contractor in writing such information as is necessary to enable the Delivery Partner and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

### 3. **PENSIONS**

3.1 In the event that the identity of the provider of the Services (or any part of the Services) changes (whether as a result of the termination or partial termination of the of this Agreement or a Workstream or otherwise) resulting in the Services being undertaken by a Replacement Delivery Partner and/or a Replacement Sub-Contractor, and the change constitutes a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive apply, the Delivery Partner shall cooperate with Ofwat in procuring that the Replacement Delivery Partner and/or a Replacement Sub-contractor shall secure pension protection in accordance with New Fair Deal in respect of any Transferring Delivery Partner Employees who are entitled to such pension protection on the Service Transfer Date.

3.2 Notwithstanding the other provisions of this Schedule, the Delivery Partner shall indemnify and keep indemnified Ofwat, any Replacement Delivery Partner and/or any Replacement Sub-Contractor against all liabilities, costs and expenses arising out of

or in connection with any claim by any employee or former employee of the Delivery Partner or the Sub-contractor, or a beneficiary claiming through such an employee or former employee, arising from or connection with the transfer of the employee to the Replacement Delivery Partner or the Replacement Sub-Contractor (as the case may be) pursuant to the Employment Regulations and/or the Acquired Rights Directive relating to any right to any right under or in connection with any occupational pension scheme which relates to any matter, right or claim other than old age, invalidity or survivors' benefits under such a scheme.