



Home Office

AUTHORITY: The Secretary of State for the Home Department

**SCHEDULE 11**

**STAFF TRANSFER**

**PROVISION OF ADULT VICTIMS OF MODERN SLAVERY CARE & CO-ORDINATION SERVICES**

**1. Purpose of this Schedule**

- 1.1 This Schedule sets out the respective rights and obligations of the Parties in relation to the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”), or as subsequently amended, to this Contract.

**2. Arrangements during the Contract Period and on Exit**

- 2.1 Not later than twelve months prior to the end of the Contract Period or, where the Contract is to be terminated earlier, upon request by the Authority, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:

- (a) the total number of Staff whose employment / engagement shall terminate at the end of the Contract Period, save for any operation of Law; and
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlements of the Staff referred to in paragraph 2.1(a), their job titles and qualifications; and
- (c) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (d) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

- 2.2 At intervals to be stipulated by the Authority (which shall not be more frequent than every thirty calendar days) and immediately prior to the end of the Contract Period the Contractor shall deliver to the Authority a complete update of all such information which shall be disclosable pursuant to paragraph 2.1.

- 2.3 At the time of providing the information disclosed pursuant to paragraph 2.1 and 2.2, the Contractor shall warrant the completeness and accuracy of all such information and the Authority may assign the benefit of this warranty to any Replacement Contractor.

- 2.4 The Authority may use the information it receives from the Contractor pursuant to paragraphs 2.1 and 2.2 for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Contractor shall provide the Replacement Contractor with such assistance as it shall reasonably request.
- 2.5 The Contractor shall indemnify and keep indemnified and hold the Authority and the Crown (both for themselves and any Replacement Contractor) harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:
- (a) the provision of information pursuant to paragraphs 2.1 and 2.2;
  - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any sub-contractor in respect of any Returning Employee on or before the end of the Contract Period;
  - (c) any failure by the Contractor or any subcontractor to comply with its obligations under Regulation 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under Regulation 13 of the Regulations;
  - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any subcontractor to comply with any legal obligation to such trade union, body or person; and
  - (e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Contractor whose name is not included in the list of Returning Employees.
- 2.6 If the Contractor becomes aware that the information it provided pursuant to paragraph 2.1 and/or paragraph 2.2 has become untrue, inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date

information. This paragraph 2.6 applies during the Contract Period and indefinitely thereafter.

2.7 The Contractor undertakes to the Authority that, during the twelve months prior to the end of the Contract Period the Contractor shall not (and shall procure that any subcontractor shall not) without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms or conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business, and where any such amendment or variation is not any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any of the Staff from or in the provision of the Services (other than where such transfer or removal:
  - (i) was planned as part of the individual's career development;
  - (ii) takes place in the normal course of business; and
  - (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.