



Department for
International Trade

Provision of an Event Stand Build Service for:

Lot 8 – Defence and Security Organisation (DSO)

Between

The Department for International Trade

And

Edge Exhibition Design Ltd

Contract Ref: 293415

August 2017

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This Agreement is made on August 2017

Between

(1) The Secretary of State for Department for International Trade of the United Kingdom of Great Britain and Northern Ireland, 3 Whitehall Place, London, SW1A 2AW (the "**Authority**")

AND

(2) Edge Exhibition Design Ltd (registered in England and Wales under number 04299041) whose registered office is 11 Laura Place, Bath, Somerset, BA2 4BL (the "**Contractor**").

(each a "Party" and together the "Parties").

Whereas

- (a) The Authority placed a contract notice with reference number 299652-2016-EN on 30 August 2016 (the "**OJEU Notice**") in the Official Journal of the European Union seeking tenders from providers of events management services interested in entering into an arrangement for the supply of such services to the Authority and the Service Recipient.
- (b) On 22nd September 2016 the Authority issued a pre-qualification questionnaire (the "**PQQ**") for the provision of events management services. The Contractor was shortlisted to tender and issued with an invitation to tender (the "**Invitation to Tender**") by the Authority on 3rd February 2017.
- (c) In response to the Invitation to Tender, the Contractor submitted a tender to the Authority on 7th April 2017 through which it represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the PQQ and Invitation to Tender. In particular, the Contractor made representations to the Authority in the PQQ response and Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- (d) On the basis of the Tender, the Authority selected the Contractor to enter into an agreement to provide the Services to the Authority and the Service Recipient in accordance with this Agreement.

It is agreed

1 Definitions and Interpretations

1.1 In this Agreement the definitions in schedule 1 (Definitions) shall apply or the relevant schedule in which that capitalised expression appears.

1.2 In this Agreement:

- (a) the recitals, schedules and annexure form part of this Agreement and references to this Agreement include the recitals, schedules and annexure;
- (b) References to **recitals, clauses, schedules** and **annexure** are to recitals and clauses of and schedules and annexure to this Agreement; references in a schedule or annex to paragraphs are to the paragraphs of that schedule or annex; and a reference to a clause or paragraph number is, unless otherwise specified, a reference to all its sub-clauses or sub-paragraphs;
- (c) words importing a gender include every gender and references to the singular include

the plural and vice versa;

- (d) words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa;
- (e) references to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, Modified, renewed or replaced or extended from time to time in accordance with the requirements of this Agreement or that document (as the case may be);
- (f) a reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before or after the Contract Date;
- (g) a reference to a statute, statutory provision or any subordinate legislation shall unless otherwise stated be construed as including a reference to that statute, provision or subordinate legislation as in force at the Contract Date and as from time to time Modified or consolidated, superseded, re-enacted or replaced (whether with or without Modification) after the Contract Date; and
- (h) references to "**the parties**" shall unless otherwise expressly stated, be construed as references to the Authority and the Contractor, and the term "**party**" shall be construed accordingly;
- (i) references to a party shall, except where the context requires otherwise, include its successors in title and permitted assignees.

1.3 In this Agreement, the words "**other**", "**includes**", "**including**" "**for example**" and "**in particular**" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.4 If and to the extent of any inconsistency or conflict between any of the clauses (including the recitals), the schedules, any Annex and any document otherwise attached or incorporated into this Agreement, the order of priority for the purposes of construction, is in descending order:

- (a) the Terms and Conditions (including the recitals) and schedule 1 (Definitions);
- (b) the schedules (other than schedule 1) (Definitions);
- (c) the annexure to the schedules;
- (d) The Contactor's Response (schedule 17) and
- (e) any other document incorporated by reference into this Agreement.

1.5 For the purposes of construction, an omission, whether deliberate or inadvertent, is not by itself to be construed as giving rise to a conflict.

2 Term

2.1 This Agreement shall come into force on the Contract Date and shall continue in force until the third anniversary of the Go-Live Date, 4th July 2017 (**Initial Term**) and thereafter for any Extension Period, subject in each case to earlier Termination.

- 2.2 The Authority may (at its absolute discretion) extend the Initial Term for one or more periods (each being an **Extension Period**) of up to twenty four (24) Months in total by written notice to the Contractor (each an **Extension Notice**) at least one (1) Month prior to the end of the Initial Term (or the then current Extension Period). Any such extension shall be:
- (a) for the duration specified in the relevant Extension Notice (or if none is stated, until the first anniversary of the expiry of the Initial Term), but for the avoidance of doubt the last Extension Period shall terminate on the second anniversary of the expiry of the Initial Term; and
 - (b) on the terms of this Agreement (including the Charges) in effect as at the date of commencement of the relevant Extension Period save in respect of paragraph 5.1(b) of schedule 5 (Charges). For the avoidance of doubt, the maximum duration of the Initial Term and any Extension Periods shall not exceed five years from the Go-Live Date.
- 2.3 If the Authority does not serve an Extension Notice in accordance with clause 2.2, this Agreement shall expire at the end of the Initial Term or then current Extension Period (as the case may be).

3 Personnel Transfer

With effect from the Contract Date the provisions of schedule 13 (Personnel Transfer) shall apply and the parties shall comply with their respective obligations set out therein.

4 Implementation Plan

- 4.1 The parties shall comply with the provisions of schedule 4 (Implementation Plan) in relation to the agreement and maintenance of the Detailed Implementation Plan as part of schedule 3 (Performance Management Framework).
- 4.2 The Contractor shall:
- (a) comply with the Implementation Plan; and
 - (b) ensure that each Milestone is Achieved on or before its Milestone Date.
- 4.3 If the Contractor becomes aware that there is, or there is reasonably likely to be, a Delay it shall:
- (a) notify the Authority in accordance with clause 7; and
 - (b) comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and
 - (c) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
- 4.4 If the Contractor fails to Achieve the ATP Milestone or the Go-Live Milestone by their respective Milestone Dates and the Operational Services commence after the date specified in the Outline Implementation Plan, the Authority has the right to either:

- (a) require the Contractor to indemnify, defend and hold harmless the Authority against all Losses arising from the Delay;
- (b) terminate the Agreement; or
- (c) deem it a Notifiable Default and trigger the Rectification Plan Process.

5 Contractor Obligations

5.1 The Contractor shall provide, and as outlined in schedule 2:

- (a) the Implementation Services from the Contract Date;
- (b) the Operational Services from the Go-Live Date.

5.2 The Contractor shall:

- (a) ensure that the Services are performed in accordance with all agreed timescales and in all other cases are performed promptly;
- (b) perform the Services with a high degree of skill, care and diligence and in accordance with Best Industry Practice; and
- (c) perform the Services in accordance with the standards, policies and procedures set out in schedule 7 (Relevant Standards, Policies and Procedures) and all other standards expressly set out or referenced in this Agreement.
- (d) comply with all Relevant Laws which may be applicable to the performance of the Services, monitor any proposed changes to Relevant Laws, develop plans to accommodate such changes and notify the Authority of such plans together with details of the changes to Relevant Laws;
- (e) perform the Services in a way which enables the Authority at all times to comply with all applicable Relevant Laws;
- (f) not do anything that embarrasses the Authority and the Service Recipient or otherwise brings the Authority and the Service Recipient into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority and the Service Recipient, regardless of whether or not such act or omission is related to the Contractor's obligations under this Agreement;
- (g) at all times comply with the provisions of schedule 10 (Records and Audit); and
- (h) not do or omit to do anything that would cause the Authority and the Service Recipient to be in breach of any Relevant Laws.

5.3 The Contractor acknowledges and agrees that:

- (a) the appointment of the Contractor under this Agreement is non-exclusive. Accordingly, the Authority and the Service Recipient may, at any time, perform itself or retain third parties (including Other Contractors) to perform services similar to the Services;

- (b) there is no volume or value guarantee granted by the Authority and the Service Recipient under this Agreement;
- (c) the Authority has delivered or made available to the Contractor all of the information and documents that the Contractor considers necessary or relevant for the performance of its obligations under this Agreement;
- (d) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
- (e) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Contractor before the Contract Date) of all relevant details relating to:
 - (i) the Services
 - (ii) the operating processes and procedures and the working methods of the Authority; and
 - (iii) the ownership, functionality, capacity, condition and suitability for use in the Services of the Authority Assets.
- (f) it shall not be excused from the performance of any of its obligations under this Agreement nor entitled to recover any additional costs or charges, arising as a result of:
 - (i) any unsuitable aspects of the Authority System;
 - (ii) any misinterpretation of the Services; and/or
 - (iii) any failure by the Contractor to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

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

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

- (a) the existence of an unresolved Dispute;
- (b) the service of notice by the Authority under clause 8.6 below; and/or
- (c) any failure by the Authority to pay any Charges, unless the Contractor is entitled to terminate this Agreement under clause 29.2 for failure to pay undisputed Charges.

6 Contractor Relief

6.1 Where the Contractor can demonstrate that the Contractor Non-Performance would not have occurred but for a Authority Cause, then (subject to the Contractor fulfilling its obligations in clause 7):

- (a) the Contractor shall not be treated as being in breach of this Agreement to the extent the Contractor can demonstrate that the Contractor Non-Performance was caused by the Authority Cause;
- (b) the Authority shall not be entitled to exercise any rights that may arise as a result of that Contractor Non-Performance to terminate this Agreement except for convenience pursuant to clause 29.4;
- (c) where the Contractor Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Contractor can demonstrate was caused by the Authority Cause;
 - (ii) if the Authority, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Authority Cause;
 - (iii) in respect of the ATP Milestone or the Go-Live Milestone, the Authority's remedies in clauses 4.4(a) and 4.4(b) shall not be available to the Authority.

6.2 In order to claim any of the rights and/or relief, the Contractor shall:

- (a) comply with its obligations under clause 7; and
- (b) within ten (10) Business Days of becoming aware that a Authority Cause has caused, or is likely to cause, a Contractor Non-Performance, give the Authority notice setting out details of:
 - (i) the Contractor Non-Performance;
 - (ii) the Authority Cause and its effect on the Contractor's ability to meet its obligations under this Agreement; and
 - (iii) the relief claimed by the Contractor.

Relief Notice

6.3 Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Contractor Non-Performance and the alleged Authority Cause and whether it agrees with the Contractor's assessment set out in the Relief Notice as to the effect of the relevant Authority Cause and its entitlement to relief, consulting with the Contractor where necessary.

6.4 Without prejudice to clause 5.5, if a Dispute arises as to:

- (a) whether a Contractor Non-Performance would not have occurred but for a Authority Cause; and/or
- (b) the nature and/or extent of the relief claimed by the Contractor,

either party may refer the Dispute to the Dispute Resolution Process. Pending the resolution of the Dispute, both parties shall continue to resolve the causes of, and mitigate the effects of, the Contractor Non-Performance.

6.5 Any Variation that is required to the Implementation Plan or to the Charges pursuant to this clause 6 shall be implemented in accordance with clause 10.

6.6 The Contractor shall neither be relieved of its obligations under this Agreement nor be entitled to an increase in Day Rates in the event of a change in law.

7 Contractor Notification Of Authority Cause

7.1 Without prejudice to any other obligations of the Contractor in this Agreement to notify the Authority in respect of a specific Authority Cause, the Contractor shall notify the Authority as soon as reasonably practicable (and in any event within two (2) Business Days of the Contractor becoming aware) that a Authority Cause has occurred or is reasonably likely to occur, giving details of:

- (a) the Authority Cause and its effect, or likely effect, on the Contractor's ability to meet its obligations under this Agreement; and
- (b) any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause; and
- (c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Contractor may incur and the duration and consequences of any Delay or anticipated Delay.

8 Liaison and Events

8.1 The Contractor acknowledges and accepts that, without prejudice to the Contractor's primary obligation to provide the Services in accordance with this Agreement, the effective provision of the Services will require a high degree of liaison and cooperation between the parties.

8.2 The Contractor shall ensure that the Staff at all times promptly liaise with members of the Authority's DSO Events team and third parties (including but not limited to stakeholder, sponsors and Other Contractors), as the Authority may from time to time specify. Such liaison to include consideration of:

- (a) the agreed deliverables for each Event;
- (b) the costs (including the Throughput Costs and Staff Costs) for each Event.

8.3 The parties shall liaise in accordance with clauses 8, 8.2 and schedule 2 (Services) in determining in advance the list of Events, provided that, in the event of any disagreement in respect of the same, or in respect of any of the items listed in clauses 8.2(a) the decision of the Authority shall be final.

8.4 The Authority shall endeavor to ensure that no:

- (a) cancellation;

- (b) re-scheduling; or
- (c) other fundamental change,

is made in respect of any Event, and no new Event is required, less than thirty (30) calendar days before the scheduled date (or, where relevant, start date) for that Event. In exceptional circumstances, the Authority may specify a longer notice period for a particular Event taking into account location, duration, size and complexity.

8.5 Without prejudice to clause 8.5, the Authority shall be entitled, by notifying the Contractor, to:

- (a) remove Events from the list of Events (in which case the Contractor shall, unless otherwise expressly agreed, have no further obligations in respect of any such removed Event);
- (b) amend any of the items listed in clauses 8.2(a) to 8.2(b) above in respect of any Event, or otherwise change its requirements in respect of a Event; and
- (c) at its sole discretion, add Events to the list of Events.

8.6 Without prejudice to clause 8.5, to the extent that any removal or addition of Events from or to the list of Events pursuant to clause 8.6(a) above causes a material decrease or material and unavoidable increase in the Contractor's costs (to the extent that such costs do not comprise Event Charges) ("**Material Cost Change**") then:

- (a) the Contractor shall promptly on receiving notification under clause 8.6 above:
 - (i) inform the Authority of the Material Cost Change;
 - (ii) provide supporting Open Book Data evidencing the Material Cost Change;
 - (iii) maximise any such decrease or minimise any such increase.

8.7 Where the parties fail to reach an agreement pursuant to clause 8, the matter shall be referred to the Dispute Resolution Procedure.

9 Performance Management Framework (including Key Performance Indicators and Service Credits)

9.1 The Contractor shall at all times in providing the Services achieve or exceed the applicable Service Levels. The Contractor shall measure its performance against the Service Levels in accordance with schedule 3 (Performance Management Framework), and shall report such performance in accordance with schedule 11 (Reporting).

Service Failure

9.2 If there is a Service Failure, the Contractor shall promptly:

- (a) notify the Authority of such Service Failure;
- (b) investigate the underlying causes of the Service Failure and preserve any data indicating the cause thereof;

- (c) take whatever action is necessary to minimise the impact of the Service Failure and/or prevent it from recurring;
- (d) advise the Authority of the status of remedial efforts being undertaken with respect to the underlying cause of the Service Failure, and regularly keep the Authority so advised; and
- (e) correct the Service Failure and resume performance of the Services in accordance with the relevant Service Level and/or other provisions(s) of this Agreement, as applicable.

Service Level Default

9.3 If a Service Level Default occurs, the Authority may (at its sole and absolute discretion) decide to:

- (a) treat as a Notifiable Default as a invoke the Rectification Plan Process by serving notice on the Contractor; or
- (b) impose a Service Credit; or
- (c) terminate this Agreement by serving notice in accordance with clause 29.1.

10 Variation

Unless stated otherwise in this Agreement, no variation to this Agreement shall be effective unless it authorised by a Change Control Notice (CCN) as at Appendix 1 of the Contract and signed by both parties.

11 Charges

11.1 In consideration of the performance of the Services, the Authority shall pay the Contractor the Charges as set out in and/or as calculated in accordance with and/or in the circumstances specified in schedule 5 (Charges), which shall be invoiced at the times and in the manner specified in paragraph 8 of schedule 5 (Charges).

11.2 Unless otherwise expressly agreed between the Parties, the Charges and such other amounts expressed to be payable by the Authority under this Agreement shall constitute the Authority's entire payment liability for the Services under or pursuant to this Agreement.

11.3 If the Authority receives an invoice from the Contractor which it disputes in good faith, the Authority shall notify the Contractor in writing of such dispute as soon as reasonably practicable and the Authority may withhold payment of such sums as are in dispute pending resolution of such dispute through the Dispute Resolution Process.

11.4 Interest shall be payable on late payments of the Charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

11.5 All Charges and payments to be made under this Agreement are stated exclusive of any applicable VAT, which shall be paid by the paying party at the rate and in the manner prescribed by law from time to time.

11.6 Whenever under this Agreement, a sum of money is recoverable from or payable by the Contractor the same may be recovered or deducted from any sum due (or which at any time thereafter may become due) to the Contractor under this Agreement.

11.7 The provisions of this clause 11 and paragraph 8 of schedule 5 (Charges), may be amended by time to time by the Authority providing written notice to the Contractor at the Authority's reasonable discretion.

12 Governance and Contract Management

The parties shall at all times comply with the provisions of schedule 6 (Governance and Contract Management).

13 Staff

13.1 The Contractor shall ensure that all Staff:

(a) are suitably experienced, qualified, skilled and trained to the highest level to deliver its obligations under the Contract; and

(b) shall act at all times in a professional manner.

13.2 The Authority may, in its absolute discretion, give notice at any time requiring the Contractor to remove any Staff from the provision of the Services. The Contractor shall immediately arrange for the removal of such Staff from the performance of the Services and shall replace them with personnel acceptable to the Authority and who are competent and suitable to perform the Services.

13.3 The Contractor shall ensure that the Key Staff undertake the roles for which they are specified in schedule 9 (Key Staff).

13.4 All Key Staff shall be engaged in support of this Agreement. Any temporary absences of Key Staff (for example for vacations or training) shall be subject to the Authority's prior agreement and the provision of replacements acceptable to the Authority for these periods. Where any member of Key Staff is described in schedule 9 (Key Staff) and/or otherwise described by the Contractor as being dedicated to the Services and/or the Authority or provided to the Authority on a full-time equivalent basis, that member of Key Staff shall be engaged on a full time and exclusive basis in support of this Agreement.

13.5 Subject to clauses 13.6 and 13.7, the Contractor may replace a member of Key Staff on giving the Authority not less than six (6) weeks prior written notice ("**Required Notice**").

13.6 The Contractor may give less than the Required Notice where any replacement is necessitated by the death or illness of the Key Staff in question, or the Key Staff in question ceasing to be (employed by a member of the Contractor Group by reason of resignation, and in each such case the Contractor shall promptly notify the Authority and provide a replacement that is acceptable to the Authority.

13.7 Without prejudice to clause 13.6 all replacement Key Staff must be approved by the Authority in writing.

14 Disaster Recovery and Contractor Contingency Planning

- 14.1 The Contractor shall comply with the Business Continuity and Disaster Recovery (BCDR) Plan when providing the Services.
- 14.2 The Contractor will submit a draft of the Detailed BCDR Plan to the Authority for approval within ninety (90) Business Days of the Contract Date.
- 14.3 The Contractor shall ensure that the draft Detailed BCDR Plan:
- (a) provides for the ensuring of the Services are recovered within the timescales and recovery points as agreed between the Authority and Contractor on the outcome of an impact analysis;
 - (b) shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services;
 - (c) be designed so as to ensure that upon the occurrence of a disaster the Contractor ensures continuity of the business operations of the Authority supported by the Services following any disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact;
 - (d) contains a communication strategy including details of an incident and problem management service and contacts which can be accessed via multichannel (including but without limitation e-mail and phone);
 - (e) provides for documentation of processes, including business processes, and procedures;
 - (f) sets out key contact details (including roles and responsibilities) for the Contractor (and any Sub-contractors) and for the Authority; and
 - (g) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan.
- 14.4 Following receipt of the draft Detailed BCDR Plan from the Contractor, the Authority shall:
- (a) review and comment on the draft Detailed BCDR Plan as soon as reasonably practicable; and
 - (b) notify the Contractor in writing that it approves or rejects the draft Detailed Implementation Plan no later than twenty (20) Business Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.
- 14.5 If the Authority rejects the draft Detailed BCDR Plan:
- (a) the Authority shall inform the Contractor in writing of its reasons for its rejection; and
 - (b) the Contractor shall then revise the draft Detailed BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed BCDR Plan to the Authority for the Authority's approval within twenty (20) Business Days of the date of the Authority's notice of rejection. The provisions of

clause 14.4 and this clause 14.6 shall apply again to any resubmitted draft Detailed BCDR Plan, provided that either party may refer any disputed matters for resolution by the Dispute Resolution Process at any time.

14.6 If the Authority approves the draft Detailed BCDR Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

14.7 The Contractor shall review the BCDR Plan (and the risk analysis on which it is based):

- (a) on a regular basis and as a minimum once every six (6) Months;
- (b) where the Authority, acting reasonably, determines that there is a material issue with the current BCDR and notifies the Contractor to such effect in writing, whereupon the Contractor shall conduct such reviews in accordance with the Authority's written requirements.

15 Risk Management and Internal Audit

15.1 The Contractor shall ensure that it has in place effective and consistent internal risk management and internal audit policies and procedures relating to its performance of this Agreement.

15.2 The Contractor shall conduct quarterly internal audits to ensure the adequacy of and compliance with its internal risk management and internal audit policies and procedures throughout the Term.

15.3 The Contractor shall notify the Authority immediately if it becomes aware of anything which may have a material adverse effect on the Contractor's ability to perform its obligations under this Agreement.

16 Subcontracting

16.1 Except with the prior written consent of the Authority (which the Authority may grant or withhold in its absolute discretion), the Contractor shall not subcontract the whole or any part of its rights or obligations under this Agreement.

16.2 As at the Contract Date the Authority has consented to the Contractor entering into subcontracts with each of the Approved Subcontractors, in each case to provide the services specified for that Approved Subcontractor in schedule 8 (Approved Subcontractors).

16.3 The Contractor will obtain written consent of the Authority (which the Authority may grant or withhold in its absolute discretion) to enter into subcontracts with other subcontractors not specified in schedule 8 during the Term of this Agreement.

16.4 Where the Contractor subcontracts any of its obligations under this Agreement, the Contractor shall not be relieved of any of its liabilities or obligations under this Agreement by entering into any Subcontract and the Contractor accepts liability for the acts and omissions of any Contractor and any member of Staff as fully as if they were the acts or omissions of the Contractor.

16.5 The Contractor shall ensure that each Subcontract includes:

- (a) provisions which will enable the Contractor to discharge its obligations under this

Agreement;

- (b) a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce any provisions under the Subcontract which are capable of conferring a benefit upon the Authority;
- (c) a provision enabling the Authority to enforce the Subcontract as if it were the Contractor;
- (d) a provision enabling the Contractor to assign, novate or otherwise transfer any of its rights and/or obligations under the Subcontract to the Authority or any Replacement Contractor without restriction (including any need to obtain any consent or approval) or payment by the Authority; and
- (e) obligations no less onerous on the Contractor than those imposed under this Agreement in respect of clauses 20 (Data Protection Compliance), 21 (Confidentiality) and 22 (Freedom of Information and Transparency) and schedule 10 (Records and Audit).

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

- (a) giving the Contractor a right to terminate the Subcontract if the Contractor fails to comply in the performance of the Subcontract with legal obligations in the fields of environmental, social or labour law;
- (b) requiring the Contractor or other party receiving goods or services under the Subcontract to consider and verify invoices under that Subcontract in a timely fashion;
- (c) that if the Contractor or other party fails to consider and verify an invoice in accordance with clause 16.6(b), the invoice shall be regarded as valid and undisputed for the purpose of clause 16.6(d) after a reasonable time has passed;
- (d) requiring the Contractor or other party to pay any undisputed sums which are due from it to the Contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
- (e) giving the Authority the right to publish the Contractor's and Contractor's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (f) requiring the Contractor to include a clause to the same effect as this clause 16.6 in any Subcontracts.

16.7 The Contractor shall pay any undisputed sums which are due from the Contractor to either a Contractor, within thirty (30) days from the receipt of a valid invoice or in accordance with any shorter period which may be required by law. Any invoices submitted by a Contractor to the Contractor shall be considered and verified by the Contractor in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Contractor failing to regard an invoice as valid and undisputed.

- 16.8 Notwithstanding any other provision of this Agreement, if the Contractor notifies the Authority that the Contractor has failed to pay an undisputed Contractor's invoice within the period identified in clause 16.7, or if the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).
- 16.9 Where the Authority considers (in its reasonable opinion) that there are grounds for the exclusion of a Contractor under Regulation 57 of the Public Contracts Regulations 2015, then:
- (a) if the grounds are compulsory grounds for exclusion, the Contractor shall replace the Contractor and shall not use such Contractor in the provision of the Services or to perform any obligation of the Contractor under this Agreement; or
 - (b) if the grounds are non-compulsory grounds for exclusion, the Authority may, upon the provision of written notice to the Authority, require the Contractor:
 - (i) to immediately replace the Contractor; and/or
 - (ii) immediately to cease the use of such Contractor in the provision of the Services or to perform any obligation of the Contractor under this Agreement.

17 Assignment and Transfer

- 17.1 The Authority and/or and the Service Recipient may assign, or novate its rights and/or obligations under this Agreement in whole or in part at any time and on more than one occasion to:
- (a) any Central Government Body; or
 - (b) anybody other a Central Government Body (including private sector entities) which performs any functions that previously had been performed by the Authority and/or and the Service Recipient (as applicable),
- and the Contractor shall, at the Authority's and/or and the Service Recipient's (as applicable) request, enter into a novation agreement in such form as the Authority and/or and the Service Recipient's (as applicable) shall reasonably specify in order to enable the Authority and/or and the Service Recipient (as applicable) to exercise its rights pursuant to this clause 17.1.
- 17.2 A change in the legal status of the Authority and/or and the Service Recipient (as applicable) such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority and/or and the Service Recipient's (as applicable).
- 17.3 The Contractor shall not assign, novate or otherwise deal with any right or obligation arising under or in connection with this Agreement except with the express prior written consent of the Authority.

18 Income Tax and National Insurance Contributions

- 18.1 Where the Contractor, any Contractor or any Staff are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under or in connection

with this Agreement, the Contractor shall and shall procure that any Contractor and Staff shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration;
- (b) indemnify the Authority and the Service Recipient against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Contractor, any Contractor and/or Staff; and
- (c) provide the Authority with any reasonable information which it may request in order to demonstrate that the Contractor, its Contractors and Staff have complied with this clause 18.1.

18.2 In the event that any member of Staff is a Worker who receives consideration relating to the Services, then, in addition to its obligations under clause 18.1, the Contractor shall ensure that its contract with the Worker contains the following requirements:

- (a) that the Authority may, at any time during the Term, request that the Worker provides information which demonstrates how the Worker complies with the requirements of clause 18.1, or why those requirements do not apply to it. In such case, the Authority may specify the information which the Worker must provide and the period within which that information must be provided;
- (b) that the Worker's contract may be terminated at the Authority's request if:
 - (i) the Worker fails to provide the information requested by the Authority within the time specified by the Authority under clause 18.2(a); and/or
 - (ii) the Worker provides information which the Authority considers is inadequate to demonstrate how the Worker complies with clause 18.1 or confirms that the Worker is not complying with those requirements; and
- (c) that the Authority may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

19 Promoting Tax Compliance

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

- (a) notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
- (b) promptly provide to the Authority:
 - (i) details of the steps that the Contractor is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and

- (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

19.2 In the event that the Contractor fails to comply with this clause 19 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Agreement.

20 Data Protection Compliance

20.1 In respect of any Personal Data held or processed by the Contractor as a result of or pursuant to this Agreement, the Contractor represents and warrants to the Authority that it has made all necessary registrations and notifications of its particulars in accordance with applicable Data Protection Laws and any regulations made thereunder and will ensure that such registrations and notifications are kept accurate and up to date during the Term and supply on request to the Authority a copy of such registrations and notifications, together with any amended particulars that may be filed from time to time.

20.2 The Contractor shall, in respect of Personal Data obtained by the Contractor from the Authority and the Service Recipient under or in connection with this Agreement:

- (a) use and Process the Personal Data only for the purpose of fulfilling its obligations under this Agreement;
- (b) comply with the express instructions or directions of the Authority from time to time in connection with the use of the Personal Data and the requirements of any Data Protection Laws and the Personal Data shall be treated as Authority Confidential Information;
- (c) not disclose or transfer the Personal Data to any third party or Staff unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Agreement);
- (d) notify the Authority within five (5) Business Days if it receives:
 - (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Authority's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with the Personal Data;
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Relevant Law;
- (e) provide the Authority and the Service Recipient with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made (as referred to at clause 20.2(d)), including by promptly providing:

- (i) the Authority and the and the Service Recipient with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Authority and/or the Service Recipient to enable the Authority and/or the Service Recipient to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - (iii) the Authority and/or the Service Recipient, on request by the Authority and/or the Service Recipient, with any Personal Data it holds in relation to a Data Subject; and
 - (iv) if requested by the Authority and/or the Service Recipient, provide a written description of the measures that the Contractor has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this clause 20.2 and provide to the Authority and/or the Service Recipient copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals; and
- (f) not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC without the prior written consent of the Authority, such consent may be subject to and given on such terms as the Authority may in its absolute discretion prescribe.

20.3 The Contractor shall, in respect of Personal Data, howsoever obtained, which is used to fulfil the Contractor's obligations under this Agreement:

- (a) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data. Such technical and organisational measures will include as a minimum compliance with the Authority's Data Protection and Security Policies as supplied from time to time and such measures equivalent to either British Standard BS7799 or International Standards Organisation ISO 27002; and
- (b) take reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that the Staff:
 - (i) are aware of and comply with the Contractor's duties under this clause 20 and clause 21 (Confidentiality);
 - (ii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA).

20.4 The Contractor shall use its reasonable endeavours to assist the Authority and/or the Service Recipient to comply with any obligations under the Data Protection Laws and shall not perform its obligations under this Agreement in such a way as to cause the Authority and/or the Service Recipient to breach any of the Authority's and/or the Service Recipient's obligations under the Data Protection Laws to the extent the Contractor is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

20.5 The Contractor will indemnify, defend and hold harmless the Authority and/or the Service Recipient and their respective directors, officers, agents, successors and assigns from any and all Losses arising from or in connection with any breach by the Contractor, its Contractors and/or Staff of the obligations set out in this clause 20.

20.6 Nothing in this clause shall relieve the Contractor of any liability for the acts or omissions of its Staff and/or Contractors in relation to the Personal Data.

21 Confidentiality

21.1 Subject to clause 21.4, the Contractor shall keep Authority Confidential Information confidential and shall not, without the prior written consent of the Authority:

(a) make public or disclose to any person other than the Authority and/or the Service Recipient any information relating to this Agreement or any Authority Confidential Information; nor

(b) use any Authority Confidential Information for any purpose not required for the observance or performance of the Services and this Agreement,

and, in giving written consent, the Authority may impose such reasonable terms and conditions as it considers necessary. Clause 21.1(a) shall (subject to clause 21.6 and 21.9) not prohibit disclosure of Authority Confidential Information to the extent the Contractor needs to have and/or disclose Authority Confidential Information to its respective Staff or Approved Subcontractors in order to perform its obligations under this Agreement.

21.2 Notwithstanding clause 21.4, the Contractor shall not (and shall procure that its Staff, Affiliates and Contractors shall not):

(a) make any press announcements or publicise this Agreement or its contents in any way; or

(b) use the Authority's and/or the Service Recipient's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

21.3 The Authority and Service Recipient shall keep Contractor Confidential Information confidential and shall not, without the prior written consent of the Contractor (which approval shall not be withheld unreasonably or delayed), make public or disclose to any person the Contractor Confidential Information. The foregoing shall not apply to and the Authority and Service Recipient shall be entitled to disclose Contractor Confidential Information to the extent the Authority, the Service Recipient or other Central Government Body needs to have and/or disclose Contractor Confidential Information to a third party or any Contractor, subcontractor, agent or employee of the Authority, the Service Recipient or other Central Government Body in order to exercise its rights under this Agreement.

21.4 Clauses 21.1 and 21.2 shall not apply to any Confidential Information to the extent that:

(a) such Confidential Information is in the public domain at the Contract Date, or at a later date comes into the public domain, where such Confidential Information has not

come into the public domain through a breach of this Agreement;

- (b) the recipient can show that such Confidential Information was known to it before receipt from the disclosing party and had not previously been obtained under an obligation of confidence;
- (c) the recipient obtains or has available such Confidential Information from a source other than the disclosing party without breaching any obligation of confidence;
- (d) such Confidential Information is required to be disclosed pursuant to any Relevant Law; and/or
- (e) the recipient can show such Confidential Information was independently developed by it without the aid of any personnel who have or have had access to the disclosing party's Confidential Information.

21.5 The Authority and the Service Recipient shall ensure that their employees, agents and contractors comply with the obligations of confidentiality and restrictions on disclosure and use of Contractor Confidential Information imposed on the Authority under this clause 21.

21.6 The Contractor shall ensure, and shall ensure that each member of the Contractor Group shall ensure, that their respective Staff and Contractors comply with (and are bound by confidentiality arrangements no less onerous than) the obligations of confidentiality and the restrictions on disclosure and use of the Authority Confidential Information imposed on the Contractor under this clause 21.

21.7 Where a party who has disclosed Confidential Information so requests and in any event at the end of the Term, each party who has received Confidential Information of the other party shall without delay:

- (a) return to the other party, in a form capable of delivery, anything containing or recording that Confidential Information; and
- (b) certify in writing that any such Confidential Information not returned has been destroyed or made permanently unusable, save where continuing use or disclosure of such Confidential Information is necessary in order for the Authority and/or the Service Recipient to exercise its rights under this Agreement and/or receive the benefit of the Services provided under this Agreement or where the other party is required to maintain such Confidential Information by a Relevant Law.

21.8 Notwithstanding any other provision of this clause 21 but subject to clause 20.2(c), a party may disclose Confidential Information to its solicitors, auditors, insurers, accountants or regulators, for the purposes of reporting to or seeking advice from the relevant party. Such party shall ensure, to the extent it is able to do so, that every person to whom disclosure is made pursuant to this clause 21.8:

- (a) uses such Confidential Information solely for such purposes; and
- (b) complies with clause 21 to the same extent as if it were a party to this Agreement.

21.9 The Contractor shall, and shall ensure that its Staff and its Contractors shall, at all times comply with such secrecy and security requirements as the Authority and/or the Service

Recipient notifies to the Contractor from time to time. Without limiting the foregoing, the Contractor shall at all times ensure that all Authority Confidential Information in the possession or control of the Contractor, its Staff or any of its Contractors is kept secure and shall prevent any unauthorised access to Authority Confidential Information.

21.10 The Authority and/or the Service Recipient may disclose the Confidential Information of the Contractor:

- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Authority and/or the Service Recipient (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in clause 21.10(a) and/or 21.10(b) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Authority and/or the Service Recipient, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority and the Service Recipient under this clause 21.

21.11 The Contractor shall remain responsible for any breach by any Staff and/or Contractor of the provisions of this clause 21.

22 Freedom of Information and Transparency

22.1 The Contractor acknowledges that the Authority and the Service Recipient are subject to the requirements of the FOIA and the EIRs. The Contractor shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority and the Service Recipient to enable them to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Authority and/or the Service Recipient (as the case may be) all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
- (c) provide the Authority and/or the Service Recipient (as the case may be) with a copy of all Information belonging to the Authority and/or the Service Recipient (as the case may be) requested in the Request for Information which is in the Contractor's possession or control in the form that the Authority and/or the Service Recipient (as the case may be) requires within five (5) Business Days (or such other

period as the Authority may reasonably specify) of the Authority's and/or the Service Recipient (as the case may be) request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority and/or the Service Recipient (as the case may be).

- 22.2 The Contractor acknowledges that the Authority and the Service Recipient may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Contractor. The Authority and the Service Recipient shall take reasonable steps to notify the Contractor of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) for the purpose of this Agreement, the Authority and/or the Service Recipient (as the case may be) shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 22.3 The parties and the Service Recipient acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any Transparency Reports under it are not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Authority shall determine whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 22.4 Notwithstanding any other provision of this Agreement, the Contractor hereby gives its consent for the Authority to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Agreement agreed from time to time.
- 22.5 The Contractor acknowledges and agrees that publication of this Agreement will include the publication of the name and contact details of the Contractor Representative and Key Staff (including their successors). Such details will not be redacted.
- 22.6 The Contractor confirms that it has obtained the Contractor Representative's and its Key Staff's consent and shall, prior to the appointment of any successor Contractor Representative or member of Key Staff obtain the successor's consent, permitting the publication of their name and contact details under this clause 22 or otherwise, the Contractor shall take all necessary steps to ensure that publication will not cause the Authority, the Service Recipient (as the case may be) or the Contractor to breach the DPA.
- 22.7 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

23 Anti-Bribery and Corruption

- 23.1 The Contractor warrants, represents and undertakes to the Authority, now and throughout

the Term that neither it nor, to the best of its knowledge, any of its directors, employees, agents, representatives, Contractors nor any Staff has, at any time prior to entering into this Agreement:

- (a) offered, given or agreed to give to any person, or sought or received, any gift, benefit or consideration of any kind which could act as an inducement or reward:
 - (i) for doing or not doing (or for having done or not done) any act in relation to the obtaining or execution of any contract; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to any contract;
 - (b) committed any Prohibited Act; or
 - (c) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 23.2 The Contractor warrants, represents and undertakes to the Authority, now and throughout the Term that it is not entering into this Agreement with any knowledge that any money has been, or will be, paid to any person working for or engaged by the Authority and/or the Service Recipient (as the case may be) or that an agreement has been made to that effect, unless details of any such arrangement have been disclosed in writing to the Authority before the date of this Agreement.
- 23.3 The Contractor agrees that, at any time after the entry into of this Agreement, it shall not and it shall procure that its directors, employees, agents, representatives, Contractors and Staff shall not:
- (a) offer, give or agree to give to any person or seek or receive any gift, benefit or consideration of any kind which could act as an inducement or reward:
 - (i) for doing or not doing (or for having done or not done) any act in relation to the obtaining or execution of any contract; or
 - (ii) for showing or not showing favour or disfavour to any person (including any Candidate) in relation to any contract, or
 - (b) commit any Prohibited Act.
- 23.4 The Contractor agrees that it shall establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Bribery Act 2010, any guidance issued by the Secretary of State for Justice pursuant to section 9 of that Act and prevent the occurrence of a Prohibited Act. The Contractor further agrees that its contracts with Contractors and Staff shall establish, maintain and enforce such policies and procedures.
- 23.5 If requested by the Authority, the Contractor shall certify in writing its and its Staff and Contractors' compliance with this clause 23 within twenty (20) Business Days of the Contract Date and annually thereafter. The Contractor shall provide such supporting evidence of compliance as the Authority may reasonably request.

- 23.6 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses 23.1 to 23.4, or has reason to believe that it has or any of the Staff or Contractors have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.
- 23.7 If the Contractor makes a notification to the Authority pursuant to clause 23.6, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with schedule 10 (Records and Audit).
- 23.8 If there is any breach of any of clauses 23.1 to 23.4 (or if the Authority reasonably believes that the Contractor has breached any of clauses 23.1 to 23.4), then, whether or not such breach occurred with the Contractor's knowledge, the Authority may:
- (a) terminate this agreement by written notice with immediate effect; or
 - (b) require the Contractor to remove from the performance of this Agreement any Staff or Contractors whose acts or omissions have caused the Contractor's breach.
- 23.9 Any dispute relating to the interpretation of this clause 23 shall be determined by the Authority and its decision shall be final and conclusive.

24 Intellectual Property Rights

- 24.1 This Agreement shall not operate to assign any title, interest or Intellectual Property Rights in any Contractor Material or Authority Background Material.
- 24.2 All title, interest and Intellectual Property Rights in any New Material shall belong to and vest in the Authority.
- 24.3 The Intellectual Property Rights in any Contractor Material shall belong to and vest in the Contractor (or relevant third party, as applicable).
- 24.4 The Contractor hereby assigns absolutely (and shall procure that all Staff and Contractors assign absolutely) to the Authority, by way of present assignment of existing and all future property, rights, title and interest, all Intellectual Property Rights in New Material, all of which shall vest in the Authority immediately upon creation of the same with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights.

- 24.5 The Contractor shall (and shall procure that its Staff and Contractors) comply with clause 41 (Further Assurance) in order to perfect, confirm, formalise or achieve the assignment of all Intellectual Property Rights in New Material.
- 24.6 The Contractor shall ensure that all Staff and Contractors waive any moral rights in or relating to any New Material and shall on request provide the Authority with written evidence of such waiver.
- 24.7 All Software forming part of the New Materials shall be delivered to the Authority in object code form and with corresponding Source Code and on such media and in such language as the Authority reasonably requests.
- 24.8 Subject to the Contractor having complied with its obligations under clause 24.5 and provided the assignment provided for in clause 24.4 has taken effect, the Authority hereby grants to the Contractor a non-exclusive, non-transferable, royalty-free, revocable, worldwide, personal license to use, copy, maintain and Modify the New Materials during the Term to the extent necessary and for the sole purpose of the proper performance of the Services.
- 24.9 The Authority hereby grants to the Contractor a non-exclusive, non-transferable, royalty free, revocable, worldwide, personal licence to use the Authority Background Materials during the Term to the extent necessary and for the sole purpose of the proper performance of the Services.
- 24.10 The licences granted by the Authority pursuant to clauses 24.8 and 24.9 shall terminate automatically upon Termination or Expiry, or (if earlier) when such Authority Materials cease to be required in connection with the performance of the Services.
- 24.11 The Contractor shall not (and shall procure that its Staff and Contractors shall not) do anything or cause anything to be done which would prejudice the Intellectual Property Rights of the Authority in any Authority Materials.
- 24.12 The Contractor hereby grants, (and shall ensure that each of its Contractors) to the Authority and the Service Recipient a non-exclusive, worldwide, perpetual, irrevocable, transferrable royalty-free licence (with the right to grant sub-licences) to Use all Contractor Materials (including Software) (and to the extent not assigned at any time pursuant to clause 24.4, any New Material) for the purpose of enabling the Authority and the Service Recipient to receive and obtain the benefit of the Services and any Replacement Services.
- 24.13 To the extent that the Contractor Material provided to the Authority and the Service Recipient includes any Third Party Software which the Contractor is not permitted to licence to the Authority or the Service Recipient on the terms set out in clause 24.12, the Contractor shall notify the Authority in writing and shall ensure the Authority and/or the Service Recipient (as the case may be) is granted a licence to that Third Party Software on terms which conform as closely as possible with the terms at clause 24.12 (and such licence shall endure for a period at least equal to the Term).

25 Representations and Warranties

- 25.1 The Contractor represents, warrants and undertakes to the Authority now and throughout the Term that:

- (a) the Services shall be performed in accordance with Best Industry Standards and schedule 7 (Relevant Standards, Policies and Procedures);
- (b) the Contractor:
 - (i) owns, or has the right to use to the extent necessary to perform the Services and grant the rights granted under this Agreement, all Intellectual Property Rights in the Contractor Materials;
 - (ii) shall not infringe or cause the Authority or any User to infringe any person's Intellectual Property Rights in any Contractor Materials used in performing the Services; and
 - (iii) has and shall at all relevant times have full right, title and authority to grant the licences to the Authority and/or the Service Recipient (as the case may be) as set out in this Agreement;
- (c) the Contractor shall perform its obligations under this Agreement in a manner that complies with all Relevant Laws and shall immediately notify the Authority if it becomes aware of any allegation of non-compliance with any Relevant Law by any person; or development that may have a material impact on the Contractor's ability to perform the whole or any part of the Services effectively and in accordance with any Relevant Law;
- (d) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
- (e) it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of any other member of the Contractor Group) and regulatory approvals to enter into and perform its obligations under this Agreement;
- (f) as at the Contract Date, all written statements and representations in any written submissions made by the Contractor as part of the procurement process, its PQQ, Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement;
- (g) as at the Contract Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- (h) it shall take all steps, in accordance with Best Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into the Authority System or any other systems, data, software owned by or under the control of any other Central Government Body;
- (i) neither it nor any member the Contractor Group engaged to a material extent in the provision of the Services is affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Contractor or

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

- (j) for the duration of this Agreement and for a period of twelve (12) Months after Termination or Expiry, the Contractor shall not employ or offer employment to any staff of the Authority, the Service Recipient or any other Central Government Body who has been associated with the procurement and/or provision of the Services without prior written consent of the Authority which shall not be unreasonably withheld.

25.2 Each party represents, warrants and undertakes that:

- (a) it has the requisite power and authority required by any Relevant Law or otherwise to enter into this Agreement; and
- (b) this Agreement is executed by its duly authorised representative.

25.3 Each of the above representations, warranties and undertakings shall be read and construed as a separate representation, warranty and undertaking on behalf of the Contractor and shall not be limited or restricted by reference to or inference from any other terms and conditions. In the event of any breach of the above provisions, the Contractor shall promptly remedy or procure the remedy of the breach without charge to the Authority.

25.4 If, at any time, the Contractor becomes aware that a representation, warranty or undertaking given by it under clause 25.1 or 25.2 has been breached, is untrue or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

26 Indemnities

IPR Indemnities

26.1 The Contractor shall indemnify, defend and hold harmless the Authority and the Service Recipient (and their respective successors and assigns) in respect of any and all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any of the matters listed below, whether or not such Losses were foreseeable at the date of entering this Agreement:

- (a) any Claim that any of the Contractor Material (including Third Party Software), New Material, Contractor Confidential Information, or the use, reproduction or exploitation of any of the same by or on behalf of the Authority or Service Recipient in accordance with this Agreement or the receipt of the benefit of the Services by the Authority or Service Recipient, infringes a third party's Intellectual Property Rights or rights in respect of confidential information; and
- (b) any Claim that any Authority Material infringes a third party's Intellectual Property Rights, if the Claim is based on or attributable to the fact that the Contractor has Modified (directly or through a third party including any Contractor) any Authority Material, or has used, reproduced or exploited any Authority Material in contravention of this Agreement or any term or condition that the Authority has disclosed to the Contractor in relation to the use of such Authority Material.

Other Indemnities

- 26.2 The Contractor shall indemnify, defend and hold harmless the Authority and the Service Recipient (and their respective successors and assigns) in respect of any and all Losses incurred or suffered by or made against any of them and whether, wholly or in part, resulting directly or indirectly from, or connected in any way with any of the matters listed below, whether or not such Losses were foreseeable at the date of entering this Agreement:
- (a) any breach by the Contractor (or any of its directors, employees, agents, representatives, Contractors or Staff) of its obligations under this Agreement in relation to Authority Confidential Information and/or Data;
 - (b) any claim made against the Authority and/or Service Recipient by a third party arising out of or in connection with the provision of the Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor, Staff or Contractors.
- 26.3 If any item used by or on behalf of the Contractor in the performance of the Services or the use by the Authority, Service Recipient or any other person of any Contractor Material or New Material becomes, or in the reasonable opinion of Contractor is likely to become, the subject of an infringement or misappropriation claim or proceeding, the Contractor shall, in addition to its obligation to indemnify and in addition to the other rights the Authority or the Service Recipient may have under this Agreement, promptly at the Contractor's expense:
- (a) secure the right for the Contractor, Service Recipient and/or the Authority to continue using the item in accordance with this Agreement; or
 - (b) subject to the Authority giving its written consent, replace or Modify the item to make it non-infringing, provided that any such replacement or Modification shall not degrade the performance or quality of the affected item.
- 26.4 Without prejudice to the indemnities given the Authority shall promptly notify the Contractor of any Claim relevant to any of the indemnities in this clause 26 as soon as it becomes aware of such Claim.
- 26.5 Subject to clauses 26.8 and 26.9, the Contractor shall have conduct and control of the negotiations and litigation resulting from any Claim referred to in clauses 26.1(a) or (b) and the Authority shall, at the request and expense of the Contractor, afford to the Contractor reasonable assistance for the purpose of contesting any such Claim.
- 26.6 The Contractor shall consult regularly and fully with the Authority in relation to the handling of any Claim and shall give all due consideration and weight to the Authority's recommendations. The Contractor shall keep the Authority fully advised of the progress of the Claim including by providing the Authority with copies of all court and other legal documents relating to it.
- 26.7 The Contractor shall not settle a Claim without the Authority's prior written consent.
- 26.8 If the Contractor fails to comply with any of its obligations under clauses 26.5, 26.6 or 26.7 or if the Authority believes (acting reasonably) that the Contractor is not dealing with the Claim in a competent manner, the Authority may by written notice to the Contractor take over care and conduct of the Claim from the Contractor, in which case the Authority shall

consult with the Contractor in relation to the handling of such Claim and the Contractor shall provide the Authority with such information, co-operation and assistance as the Authority may require.

26.9 In respect of any Claims to which any of 26.1(a) or 26.1(b) relate, the Authority shall have the option to conduct any litigation and negotiations arising therefrom and shall have the exclusive right to defend, conduct and settle such Claims and/or proceedings in connection with such Claims.

26.10 Where the Authority has conduct of the negotiations and/or litigation arising from any Claim the Contractor shall, at the request of the Authority, afford to the Authority all reasonable assistance for the purpose of contesting such Claim.

27 Liability and Limitation of Liability

27.1 The limitations and exclusions set out in this clause 27 shall not apply (and no limitation or exclusion of liability shall apply):

(a) with respect to the liability of either party:

- (i) for death or personal injury caused by the negligence of a party or its directors, employees, agents or subcontractors;
- (ii) for any fraud or fraudulent misrepresentation;
- (iii) any wrongful termination of all or part of the Agreement or an anticipatory or wilful or repudiatory breach of all or part of the Agreement or any abandonment of work by the Contractor, as applicable;
- (iv) to the extent such limitation or exclusion is not permitted by law;

(b) with respect to the Contractor's liability in respect of the indemnities in:

- (i) clause 18.1(b);
- (ii) clauses 26.1 and 26.2(a); and
- (iii) schedule 13 (Personnel Transfer);

(c) with respect to the Authority's liability in respect of the indemnities in schedule 13 (Personnel Transfer);

27.2 Subject to clause 27.1 and clause 27.5, the maximum aggregate liability of the Contractor under and/or in connection with this Agreement shall be:

(a) in respect of loss of or damage to the Authority or Service Recipient's premises, property or assets (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority Material and Authority System) that is caused by all acts, omissions (including negligence) of the Contractor, its employees, agents, Staff or Contractors occurring in each and any Year, three million pounds Sterling (£3,000,000);

(b) in respect of all Losses (save for those specified in clause 27.2(a)) caused by all acts,

omissions (including negligence) of the Contractor, its employees, agents, Staff or Contractors, occurring in any Year, the greater of:

- (i) three million pounds Sterling (£3,000,000); or
 - (ii) a sum equal to one hundred and fifty percent (150%) of the Charges paid or payable in respect of that Year; and
- (c) in respect of all Losses (save for those specified in clause 27.2(a)) caused by all acts, omissions (including negligence) of the Contractor, its employees, agents, Staff or Contractors, occurring in the period between the Contract Date and the Go-Live Date, one million pounds Sterling (£1,000,000).

27.3 Subject to clause 27.1, the maximum aggregate liability of the Authority under and/or in connection with this Agreement shall be one hundred thousand pounds Sterling (£100,000).

Unrecoverable Losses

27.4 Subject to clause 27.1 and without prejudice to clause 27.5, neither party shall be liable to the other:

- (a) for any indirect, special, punitive or consequential Losses; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

Recoverable Losses

27.5 Subject to clauses 27.1 and 27.2, and notwithstanding clause 27.5, the Contractor acknowledges that the Authority may, amongst other things, recover from the Contractor the following Losses incurred by the Authority or the Service Recipient to the extent that they arise as a result of the an act or omission (including negligence) of the Contractor, its employees, agents, Staff or Contractors:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority or the Service Recipient in dealing with the consequences of the act or omission;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Services for specific Events or the remainder of Term, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Agreement;
- (d) any compensation or interest paid to a third party by the Authority; and/or
- (e) any fine, penalty or costs incurred by the Authority or the Service Recipient pursuant to Relevant Law.

28 Insurance

28.1 The Contractor shall take out and maintain during the Term and for six (6) years following Expiry or Termination, the following types of insurance policies, for the specified

amounts, with an insurance company of good financial standing, which is of good repute in the international insurance market and on terms acceptable to the Authority:

- (a) professional indemnity insurance for an insured amount of not less than five million pound sterling (£5,000,000) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;
- (b) public liability insurance including cover for bodily injury and property damage arising in connection with this Agreement, including as a result of the acts or omissions of the Contractor, its Staff and/or Contractors, for an insured amount of not less than ten million pound sterling (£10,000,000) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period; and
- (c) employer's liability insurance as required by Relevant Law, including cover for legal liability to make payment in respect of death, personal injury and/or disability of Staff and with limits of at least ten million pound sterling (£10,000,000) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period.

28.2 The Contractor shall, on request, promptly provide the Authority with certificates evidencing all the required policies.

28.3 The Contractor shall not do or cause anything to be done to invalidate the insurance policies required by this clause 28 and shall promptly notify the Authority of any material change to any of the policies.

29 Termination

29.1 Without prejudice to the specific termination provisions set out elsewhere in this Agreement, the Authority may, by giving written notice to the Contractor, terminate this Agreement in whole or in part, immediately (or as of a date specified in the notice of Termination) in any of the following circumstances:

- (a) the Contractor has committed a material breach of any of the provisions of this Agreement, which breach is not remedied within twenty (20) days of receipt by the Contractor of the written notice of the breach;
- (b) the Contractor has committed a material breach of any of the provisions of this Agreement which is not capable of being remedied. For the avoidance of doubt, material breaches incapable of remedy shall include the following:
 - (i) a Persistent Failure; or
 - (ii) breach by the Contractor of any of its obligations under clause 20 (Data Protection Compliance), 21 (Confidentiality) and/or 23 (Anti Bribery and Corruption);
- (c) pursuant to clauses 4.4 (Implementation plan), 9.3(b) (Service Level Default), clause 19.2 (Promoting Tax Compliance), 23.8 (Anti Bribery and Corruption) and/or 33.3 (Conflicts of Interest);
- (d) any representation or warranty given by the Contractor pursuant to clause

25 (Representations and Warranties) is materially untrue or misleading;

- (e) any Audit reveals that the Contractor has overcharged the Authority by an amount equal to or greater than five percent (5%) of the Charges due during any Year;
- (f) either the Contractor or any member of the Contractor Group which is directly or materially involved in the provision of the Services, is affected by an Insolvency Event or in the Authority's reasonable opinion is likely to be affected by an Insolvency Event;
- (g) there is a change of Control of the Contractor or any member of the Contractor Group that is directly or materially involved in the provision of the Services;
- (h) a Force Majeure Event has occurred which has prevented the performance of any of the Contractor's obligations under this Agreement for a period in excess of fourteen (14) days;
- (i) if this Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
- (j) where the Authority has become aware that the Contractor should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this agreement;
- (k) where the Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
- (l) there is, in the reasonable opinion of the Authority, a material detrimental change in the financial standing and/or credit rating of the Contractor which adversely impacts or could reasonably be expected to have an adverse impact on the Contractor's ability to provide the Services under this Agreement;
- (m) the occurrence of a Rectification Plan Failure;
- (n) failure to obtain a Cyber Essentials Scheme Basic Certificate or equivalent (see schedule 16) no later than three (3) months from the Contract Date.

29.2 The Contractor may terminate this Agreement by written notice to the Authority, if the Authority fails to pay an undisputed sum due to the Contractor under this Agreement which in aggregate exceeds an amount equal to three (3) Months' average Charges, and the said undisputed sum due remains outstanding for sixty (60) Business Days after the receipt by the Authority of a written notice of non-payment from the Contractor specifying:

- (a) the Authority's failure to pay;
- (b) the correct overdue and undisputed sum;
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Authority to remedy the failure to pay; and this Agreement shall then terminate on the date specified in the written notice (which shall not be less than twenty (20) Business Days from the date of the issue of the written notice), save

that such right of termination shall not apply where:

- (i) the failure to pay is due to the Authority exercising its rights under this Agreement including clause 11.3 or 11.6; or
- (ii) the Authority pays the overdue and undisputed Charges prior to the Termination Date specified in the written notice.

- 29.3 The Contractor shall not suspend the supply of the Services for failure of the Authority to pay undisputed sums of money (whether in whole or in part).
- 29.4 The Authority may terminate this Agreement in whole or in part for convenience at any time following the Contract Date by giving the Contractor not less than three (3) Months prior written notice.
- 29.5 Where the Authority has the right to terminate this Agreement pursuant to clause 29.1, the Authority may instead suspend all or part of this Agreement.
- 29.6 Any suspension of Agreement under clause 29.5 shall be for such period as the Authority may specify (**Suspension Period**). For the avoidance of doubt and without prejudice to clauses 5.3(a) or 5.3(b), the Authority shall be entitled to retain third parties (including Other Contractors) to perform services similar to the Services during the Suspension Period. The Contractor shall co-operate with, and provide any assistance reasonably required by, the Authority and any third parties to ensure effective performance of services similar to the Services by the third parties to the Authority during the Suspension Period.

30 Benchmarking

- 30.1 The Authority may benchmark the Charges in order to confirm whether or not the Charges are in line with the price of services similar to the Services provided to public sector bodies in the UK and, if requested by the Authority, the Contractor shall provide the Authority with reasonable assistance to benchmark the Charges at no additional cost.

31 Exit Management

- 31.1 The parties shall comply with the provisions of schedule 15 (Exit Management) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Contractor

32 Force Majeure

- 32.1 Subject to clause 32.2 no party shall be liable for any failure to perform, or delay in performing, any of its obligations (other than indemnity obligations) if and to the extent that the failure or delay is caused by a Force Majeure Event, provided that such failure or delay could not have been prevented by reasonable precautions (including the Contractor complying with its obligations in the BCDR Plan). The time for performance of an obligation which is affected by a Force Majeure Event shall be extended by a period which reflects the delay caused by the Force Majeure Event.
- 32.2 A party shall only be entitled to claim relief under clause 32.1 in respect of a Force Majeure Event if (and, in the case of clauses 32.2(b) to 32.2(c) inclusive, for the period during which) it:

- (a) promptly gives notice to the other of its wish to claim relief under clause 32.1 together with details of the Force Majeure Event, including the party's estimate of its duration, the way in which and extent to which the party considers that the performance of its obligations is likely to be affected and any action that the affected party proposes to take to mitigate the effect of the Force Majeure Event;
 - (b) takes all reasonable steps available to it to minimise the effects of the Force Majeure Event on the performance of its obligations and to resume full performance as soon as reasonably possible; and
 - (c) permits, and uses all reasonable efforts to facilitate, any efforts that the other party may make to obtain alternative supplies or services.
- 32.3 For the avoidance of doubt, if under clause 32.1 the Contractor is relieved from performing any obligation, it shall not be entitled to payment for the performance of that obligation in respect of the period for which relief is obtained, or the performance of its obligations under this clause 32 (Force Majeure).

33 Conflicts of Interest

- 33.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor the Staff or their Sub-Contractors are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor, Staff or Contractors and the duties owed to the Authority and the Service Recipient under the provisions of this Agreement.
- 33.2 The Contractor shall promptly notify and provide full particulars to the Authority if such conflict referred to in clause 33.1 arises or may reasonably be foreseen as arising.
- 33.3 The Authority reserves the right to terminate this Agreement immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of this Agreement. The action of the Authority pursuant to this clause 31.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

34 Consequences of Termination

- 34.1 If this Agreement is terminated (in part or whole) by the Authority for any reason, the Authority shall pay the Contractor (which shall be the Contractor's sole remedy for the termination of this Agreement) any payments in respect of unpaid Charges for Services received up until the Termination Date.
- 34.2 Termination of this Agreement in whole or in part for any reason shall be without prejudice to any rights which may have accrued up to the end of the Term. Unless specified otherwise in this Agreement, rights to terminate this Agreement are not exclusive rights and shall be in addition to every other remedy or right now or hereafter existing.
- 34.3 The provisions of clauses 5.2(g) (Records and Audit), 20 (Data Protection Compliance), 21 (Confidentiality), 22 (Freedom of Information and Transparency), 23 (Anti-Bribery and Corruption), 24 (Intellectual Property Rights), 26 (Indemnities), 27 (Liability and Limitation of Liability), 28 (Insurance), 29 (Termination), 31 (Exit Plan) and 34 to 49 (inclusive) shall survive

Expiry or Termination of this Agreement and shall continue in force in accordance with their terms.

35 Notices

35.1 All notices to be given to a party under this Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post or sent by email to the address, detailed for the party below:

(a) in the case of the Contractor:

Address: Edge Exhibition Design Ltd, Suite 5 Bowling Hill Business Park, Chipping
Sodbury, BS31 2DL

Email Address:

Attention:

(b) in the case of the Authority:

Address: 3 Whitehall Place, London, SW1A 2AW

Email Address:

Attention:

35.2 A party may change the details recorded for it in this clause by notice to the other in accordance with this clause 35.1.

35.3 A notice shall be treated as having been received:

(a) if delivered by hand between 9.00am and 5.00pm on a Business Day (which time period is referred to in this clause as **Business Hours**), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and

(b) if sent by first class post, at 9.00am on the Business Day after posting if posted on a Business Day, and at 9.00am on the third Business Day after posting if not posted on a Business Day;

(c) if sent by email during Business Hours, at the time of transmission and if sent by email outside of Business Hours, at the next start of Business Hours.

35.4 In proving that a notice has been given it shall be conclusive evidence to procure that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

36 Relationship of the Parties

Nothing in this Agreement is to be construed as establishing or implying any partnership or joint venture between the parties and the Service Recipient, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party (including the Service Recipient) as its partner or joint venturer. Except, and to the extent, that this Agreement expressly states otherwise, no party may incur any expenses or negotiate on behalf of any other party (including the Service Recipient) or commit any other party (including the Service Recipient) in any way to any person without that other party's prior written consent.

37 Beneficiaries to the Agreement

- 37.1 Subject to clause 37.2, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 37.2 In relation to the:
- (a) Contractor's obligations under schedule 13 (Personnel Transfer) and the Exit Plan, these obligations are owed to any Replacement Contractor and to the Authority and any Successor Contractor(s) may enforce the terms of this Agreement and references to the Authority in the context of the Contractor's obligations shall be construed accordingly.
 - (b) any rights expressly reserved for the Service Recipient in this Agreement, the Authority may enforce any such rights on behalf of the Service Provider.
- 37.3 If a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.

38 Rectification Plan Process

- 38.1 The Contractor shall notify the Authority of the Notifiable Default as soon as practicable but in any event within three (3) Business Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and the Authority may not terminate this Agreement in whole or in part (unless Notifiable Default also constitutes a Rectification Plan Failure) on the grounds of the Notifiable Default without first following the Rectification Plan Process.

Submission of the draft Rectification Plan

- 38.2 The Contractor shall comply with the Rectification Plan Process if:
- (a) the Contractor notifies the Authority pursuant to clause 38.1 that a Notifiable Default has occurred unless the Notifiable Default also constitutes a right for the Authority to terminate this Agreement and the Authority serves notice of termination.
 - (b) the Authority notifies the Contractor that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Contractor has to rectify) unless the Notifiable Default also constitutes a right for the Authority to terminate this Agreement and the Authority serves notice of termination.
- 38.3 The "**Rectification Plan Process**" shall be as set out in clauses 38.4 to 38.9.
- 38.4 The Contractor shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Business Days (or such other period as may be agreed between the parties) after the original notification pursuant to clause 38.1. The Contractor shall submit a draft Rectification Plan even if the Contractor disputes that it is responsible for the Notifiable Default.
- 38.5 The draft Rectification Plan shall set out:

- (a) full details of the Notifiable Default that has occurred, including a root cause analysis;
 - (b) the actual or anticipated effect of the Notifiable Default; and
 - (c) the steps which the Contractor proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).
- 38.6 The Contractor shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Contractor's root cause analysis. If the parties do not agree on the root cause set out in the draft Rectification Plan, either party may refer the matter for resolution by the Dispute Resolution Process at any time.

Agreement of the Rectification Plan

- 38.7 The Authority may reject the draft Rectification Plan by notice to the Contractor if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:
- (a) is insufficiently detailed to be capable of proper evaluation;
 - (b) will take too long to complete;
 - (c) will not prevent reoccurrence of the Notifiable Default; and/or
 - (d) will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.
- 38.8 The Authority shall notify the Contractor whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Contractor shall take the reasons into account in the preparation of a revised Rectification Plan. The Contractor shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Business Days (or such other period as agreed between the parties) of the Authority's notice rejecting the first draft.
- 38.9 If the Authority consents to the Rectification Plan:
- (a) the Contractor shall immediately start work on the actions set out in the Rectification Plan; and
 - (b) the Authority may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Default.

39 Entire Agreement

- 39.1 This Agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.

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

39.3 Nothing in this clause 39 shall exclude any liability in respect of misrepresentations made fraudulently.

40 Acknowledgement

Each party acknowledges that in entering into this Agreement (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Agreement or not) that is not set out in this Agreement or the documents referred to in it. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral Agreement or other assurance. The only remedy available to any party in respect of any representation, warranty, collateral contract or other assurance that is set out in this Agreement (or any document referred to in it) is for breach of Agreement under the terms of this Agreement (or the relevant document). Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

41 Further Assurance

Each party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.

42 Survival of Rights

Termination or Expiry of this Agreement for any reason shall not affect any rights or liabilities that have accrued prior to such Termination or Expiry or the coming into force or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after Termination or Expiry.

43 Waiver

Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this clause, is duly signed by or on behalf of the party granting it and is communicated to the other party in accordance with clause 35 (Notices).

44 Rights Cumulative

The rights and remedies of the parties in connection with this Agreement are cumulative and, except as expressly stated in this Agreement, are not exclusive of and may be exercised without prejudice to any other rights or remedies provided in this Agreement by law or equity or otherwise. Except as expressly stated in this Agreement (or in law or in equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

45 Costs

45.1 Except as otherwise stated in this Agreement each party shall bear its own costs and expenses incurred in connection with the preparation, negotiation, completion and implementation of this Agreement, all ancillary documents relating to this Agreement, and any Changes to this Agreement or such ancillary documents.

45.2 The Contractor shall be available to attend Review Meetings and ad hoc meetings scheduled at the Authority's discretion at no additional cost to the Authority.

46 Severability

The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

47 Counterparts

This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

48 Dispute Resolution

All Disputes shall be resolved in accordance with schedule 12 (Dispute Resolution).

49 Governing law and jurisdiction

49.1 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and interpreted in accordance with English Law.

49.2 Subject to clause 48 (Dispute Resolution) and clause 49.3 each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this Agreement.

49.3 Nothing in this Agreement shall limit the right of the Authority to take proceedings against the Contractor in any country from which or in respect of which the Contractor is providing any Services or otherwise operating in connection with this Agreement, whether concurrently or otherwise.

Signed by the parties or their duly authorised representatives on the date of this Agreement.

Contractor

Signed by:

Title:

Date:

Signature:

Authority: Department for International Trade

Signed by:

Title:

Date:

Signature:

Change Control Notice (CCN)

CCN Number	
Variation Title	
Contract Reference Number	
Title	Provision of Event Management Services for Lot 8 – Defence and Security Organisation (DSO)
Number of Pages	

WHEREAS the Contractor (Edge Exhibition Design Ltd) and the Authority (Department for International Trade) entered into a Contract for dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract.

IT IS AGREED as follows

- The original contract shall be amended in accordance with Clause 10 (Variation) as set out in this Change Control Notice:

Change Requestor / Originator	
Summary of Change	
Reason for Change	
Revised Contract Price	Original Contract Value £
	Previous Contract Changes £
	Contract Change Note [x] £
	New Contract Value £
Revised Payment Schedule	
Revised Specification (See Annex [x] for Details)	
Revised Contract Period (if applicable)	
Change in Contract Representative(s)	
Other Changes	

- Save as amended all other terms of the Original Contract shall remain effective.

3. This CCN takes effect from the date on which both Parties sign for acceptance of its terms.

Contractor

Signed by:

Title:

Date:

Signature:

Authority: Department for International Trade

Signed by:

Title:

Date:

Signature:

Schedule 1) Definitions

Achieve means the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of schedule 4 (Implementation Plan) and “**Achieved**” and “**Achievement**” shall be construed accordingly

Affiliate means

- (a) in respect of the Contractor, a company which is a Subsidiary of the Contractor or which is a Holding Company of the Contractor, or a Subsidiary of such Holding Company, in each case for the time being; and
- (b) in respect of the Authority, anybody being a Central Government Body for the time being

Agreement means the Terms and Conditions set out in this document, its schedules (including their Annexure), and all other documents attached to or otherwise incorporated into this Agreement

Annex means an annex to a schedule to this agreement

Approved Subcontractor means a third party approved by the Authority in accordance with clause 16 for performing the Services identified in schedule 8 (Approved Subcontractors) for or on behalf of the Contractor

ATP Milestone means the Milestone linked to authority to proceed in the Implementation Plan

Audit means an audit conducted in accordance with schedule 10 (Records and Audit)

Audit Report means a report summarising the testing completed and the actions arising following an Audit

Authority means the Department for International Trade acting on behalf of The Secretary of State for Department for International Trade of the United Kingdom of Great Britain and Northern Ireland

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

Authority Audit Representatives means representatives of the Authority (including its internal auditors or any employee of the Authority), its appointed consultants, external auditors and their appointed consultants and any other auditors, regulators, inspectors or consultants (including the National Audit Office and the Audit Commission) the Authority may designate as "Authority Audit Representatives" in writing from time to time

Authority Authorised Representative means in relation to a power or activity any person authorised in accordance with this Agreement from time to time by the Authority to exercise that power and/or undertake that activity of the Authority

Authority Background Material means Material other than New Material provided by, for or on behalf of the Authority and the Service Recipient to the Contractor in connection with the performance or receipt of the Services (whether or not it is incorporated in New Material or Contractor Material)

Authority Cause means a breach by the Authority of the Authority Obligations

Authority Confidential Information means Confidential Information of the Authority, the Service Recipient and/or any Central Government Body which is disclosed to or otherwise learnt by the Contractor and/or any Contractor in connection with this Agreement (or its subject matter)

Authority Material means Authority Background Material and New Material

Authority Obligations means:

- (a) the obligations on the Authority as set out in schedule 2 (Services) or the Implementation Plan;
- (b) a failure by the Authority to comply with the items dealt with under in clause 8.5 to the applicable standard

Authority System means the Authority's computing environment (consisting of Horizon or any other hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with this Agreement which is owned by the Authority or licensed to it by a third party

Authority's Data Protection Policies means any policies issued the Authority from time to time in respect of Personal Data protection

Authority's DSO Team means the team of employees, staff and other workers of the Authority identified as such, which forms part of the Authority's Defence and Security Organisation, who will work in partnership with the Contractor in order to ensure the Events run smoothly and effectively and to ensure that all of the Authority's strategic targets are met during the Term

Best Industry Practice means all relevant practices and professional standards that would be expected of a well-managed expert service provider performing services substantially similar to the Services (taking into account factors such as the service levels, term and pricing), or as applicable to Authorities of the same nature and size as the Authority

Business Continuity and Disaster Recovery (BCDR) Plan means the BCDR Plan or (if and when approved by the Authority pursuant to clause 14.7) the Detailed BCDR Plan as updated in accordance with clause 14.8 from time to time

Business Day means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory Bank Holiday in the UK

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

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

Charges means the amounts payable for the Services (or any part thereof) calculated in accordance with schedule 5 (Charges)

Claims means for the purposes of clause 26 (Indemnities) any claim, action, proceeding, demand or allegation or any threatened claim, action, proceeding, demand or allegation of whatever nature, whether in contract, tort (including negligence) or otherwise

Commercially Sensitive Information means the Contractor's Confidential Information listed in schedule 14 (Commercially Sensitive Information) comprised of commercially sensitive information:

- (a) relating to the Contractor its IPR or its business or information which the Contractor has indicated to the Authority or the Service Recipient that, if disclosed by the Authority or the Service Recipient respectively, would cause the Contractor significant commercial disadvantage or material financial loss; and
- (b) that constitutes a trade secret

Commission means any monies or other income that the Contractor receives from a third party in providing the Services

Confidential Information means in relation to either party (the "**first party**") any and all information (which may be written, oral or in any other format) that:

- (a) is by its nature confidential or commercially sensitive; and/or
- (b) the other party knows or ought to know is confidential; or
- (c) is designated by the first party as confidential including the following which are hereby designated by the first party as confidential information of that party:
 - (i) information relating to the financial position of the first party (or any of its Affiliates) and in particular includes information relating to the assets or liabilities of the first party (or any of its Affiliates), budgets, sales, and any other matter that does or may affect the financial position or reputation of the party (or any of its Affiliates);
 - (ii) information relating to the business strategies of the first party (or any of its Affiliates) and in particular including marketing, public relations, advertising and commerce plans, ideas, strategies, projections and other information (including related to electronic sales), business plans, real estate plans, strategic expansion plans, products and product designs;
 - (iii) information relating to the internal management and structure of the first party (or any of its Affiliates), or the personnel, policies and strategies of the party (or any of its Affiliates);
 - (iv) information that has any actual or potential commercial value to the first party (or any of its Affiliates) or to the person or corporation which supplied that information;
 - (v) information relating to the first party's (or any of its Affiliates) Authorities (including in relation to the Authority's Data) or contractors, and like information;

(vi) information owned by or relating to third parties and information which relates to or is the subject matter of any contract or relationship between the first party and a third party; and

(vii) any information derived from the information described in (i) to (vi) above

and is disclosed to or otherwise learnt or acquired by the other party in connection with this Agreement (or its subject matter)

Contract Date means the date of execution of this Agreement by the last party to execute it

Contractor means Edge Exhibition Design Limited, including:

- (a) the Contractor's subcontractors and agents;
- (b) each Approved Subcontractor and its contractors, subcontractors and agents of any tier; and
- (c) any member of the Contractor Group

Contractor Account Manager means the person designated as such in schedule 9 (Key Staff) or any replacement appointed in accordance with the terms of this Agreement from time to time

Contractor Group means the Contractor and the Contractor's Affiliates for the time being

Contractor material means:

- (a) any Material created by, for or on behalf of the Contractor otherwise than in connection with or in the course of the performance or receipt of the Services and required to be used by the Contractor, or the Service Recipient and/or the Authority in connection with the performance and/or receipt of the Services; and
- (b) any Third Party Software

Contractor Non-performance means where the Contractor has failed to:

- (a) Achieve a Milestone by its Milestone Date;
- (b) provide the Services in accordance with the Performance Management Framework; or
- (c) comply with its obligations under this Agreement

Control shall have the meaning set out in section 1124 of The Corporation Tax Act 2010 and **Controls** and **Controlled** shall be construed accordingly

CPI or Consumer Prices Index means the measurement of changes in the price level of a market basket of consumer goods and services purchased by households as published by the Office of National Statistics (<https://www.ons.gov.uk/economy/inflationandpriceindices>)

Critical Service Level means a Service Level designated as critical in Schedule 3

Data means:

- (a) all Data and Personal Data (each as defined by the Data Protection Laws) that is processed by or on behalf of the Contractor, on behalf of the Authority or the Service Recipient under or in connection with this Agreement; and
- (b) all data and information relating to the Authority or any Users or employees or officers of any such persons, or any operations, facilities, personnel, assets and programmes

in each case in whatever form that data and information may exist and of whatever nature including, without limitation, text, drawings, diagrams, images and sounds

Data Controller has the meaning given to it in the DPA, as amended from time to time

Data Processor has the meaning given to it in the DPA, as amended from time to time

Data Protection Laws means all statutes, laws, secondary legislation and regulations pertaining to privacy, confidentiality and/or data protection of Personal Data or corporate data, including the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and any equivalent or corresponding legislation in any territory in which the Services are being provided all as the same may be replaced or amended from time to time

Data Subject has the meaning given to it in the DPA, as amended from time to time

Data Subject Access Request means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data

Day Rates means the rates as set out in Annex 1 of schedule 5 (Charges) for the applicable grade of each Staff

Default means any breach of the obligations of the Contractor (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Contractor, of its Contractors or any Staff, in connection with or in relation to the subject matter of this Agreement and in respect of which the Contractor is liable to the Authority

Delay means

- (a) a delay in the Achievement of a Milestone by its Milestone Date; or
- (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan

Deliverable(s) means an item or feature delivered or to be delivered by the Contractor at or before a Milestone Date or at any other stage during the performance of this Agreement

Detailed BCDR Plan means the plan developed and revised from time to time in accordance with clause 14

Detailed Implementation Plan means the plan developed and revised from time to time in accordance with schedule 4 (Implementation Plan)

Disaster means a situation impacting on or affecting the Contractor's ability to perform the Services in accordance with schedule 2 (Services), or the Authority's or the Service Recipient's ability to receive and/or obtain the benefit of the Services

Dispute means any dispute or difference arising out of or in connection with this Agreement

Dispute Resolution Process means the process described in schedule 12 (Dispute Resolution)

DIT DSO means the Department for International Trade - Defence and Security Organisation

DOTAS means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992

DPA means the Data Protection Act 1998, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation and any equivalent or corresponding legislation in any territory in which the Services are being provided

DSO means Defence and Security Organisation, with the Department for International Trade

Due Diligence Information means any information supplied to the Contractor by or on behalf of the Agreement prior to the Contract Date

EIRs means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations and any equivalent or corresponding legislation in any territory in which the Services are being provided

Eligible Redundant Employee has the meaning given to it in paragraph 6.1(b) of schedule 5 (Charges)

Employee Liabilities means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term

employees;

- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation

Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("TUPE") as amended by The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 (SI 2014/16)

ESSA means Event Service and Supplier Association

Event means an event (either in the UK or overseas) including (but not limited to) one or more of the following: exhibition stand, UK reception, meet-the-buyer sessions, seminars, Missions, press briefings and industry-briefing courses

Event Charge means the amount payable to the Contractor in respect of a particular Event in accordance with paragraph 3 of schedule 5 (Charges)

Event Programme means the Events which are due to take place during the Term, which have been organised, planned and publicised in accordance with the terms of this Agreement

Events means those Events as described within clause 8

Exit Plan means the plan produced and updated by the Contractor during the Term in accordance with paragraph 4 of schedule 15 (Exit Management)

Expiry means the expiry of the Term

Extension Period has the meaning given to it in clause 2.2

Financial Year means 1 April to 31 March

FOIA means the Freedom of Information Act 2000, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation

Force Majeure Event means any:

- (a) fire, flood, earthquake, unusually severe weather or elements of nature or acts of God;
- (b) war, embargo, riot, civil disorder, rebellion, revolution; or
- (c) other causes beyond a party's control which, for the avoidance of doubt, shall not include any industrial dispute or any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned

Foreign Public Official means an individual who:

- (a) holds a legislative, administrative or judicial position of any kind, whether appointed or

elected, of a country or territory outside the United Kingdom (or any subdivision of such a country or territory)

- (b) exercises a public function:
 - (i) for or on behalf of a country or territory outside the United Kingdom (or any subdivision of such a country or territory), or
 - (ii) for any public agency or public enterprise of that country or territory (or subdivision), or
- (c) is an official or agent of a Public International Organisation

Former Contractor means a Contractor supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such Contractor (or any subcontractor of any such subcontractor)

General Anti-Abuse Rule means:

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

Go-Live Date means in relation to an Operational Service, the later of:

- (a) the date identified in the Implementation Plan upon which the Operational Service is to commence; and
- (b) the date upon which the Contractor Achieves the relevant ATP Milestone

Go-Live Milestone means the Milestone designated as the “Go-Live Milestone” in the Implementation Plan

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

Holding Company shall have the meaning given in section 1159 Companies Act 2006 and shall include parent and subsidiary undertakings as defined in section 1162 Companies Act 2006 (each section being as in force at the Contract Date)

Horizon means the Authority’s online events platform

Implementation Plan means the Outline Implementation Plan or (if and when approved by the Authority pursuant to paragraph 3 of schedule 4 (Implementation Plan) the Detailed Implementation Plan as updated in accordance with paragraph 4 of schedule 4 (Implementation Plan) from time to time

Implementation Services means any services, Milestones, Deliverables or activities that are required of the Contractor in the Implementation Plan

Incurred Costs means the sum of:

- (a) Staff Costs; plus
- (b) Throughput Costs

Information has the meaning given under section 84 of FOIA

Initial Term shall have the meaning set out in clause 2.1

Insolvency Event means in respect of an entity one or more of the following events affecting such entity (the **Affected Party**):

- (a) the Affected Party ceases or threatens to cease to carry on business or suspends all or substantially all of its operations, or suspends payment of its debts or becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123, 222, 223, 224 or 268 of the Insolvency Act 1986 (assuming, if necessary, that such sections apply to the Affected Party);
- (b) a winding-up petition is presented in respect of the Affected Party is not set aside within fourteen (14) days or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Affected Party;
- (c) the Affected Party enters into liquidation (as defined in section 247(2) of the Insolvency Act 1986) either compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the Authority) or a provisional liquidator is appointed in respect of the Affected Party;
- (d) notice of intention to appoint an administrator is served in respect of the Affected Party or a petition or an application for an administration order is presented or a notice of appointment of administration is served in respect of the Affected Party or an administration order is made under schedule 131 of the Insolvency Act 1986 in respect of the Affected Party is filed at Court;
- (e) an administrative receiver, receiver or manager or similar officer is appointed under part III of the Insolvency Act 1986 in respect of the whole or any part of the Affected Party's assets or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Affected Party;
- (f) an application for an interim order under part VIII of the Insolvency Act 1986 is made;
- (g) the Affected Party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors;
- (h) a distress, execution or other legal process is taken or steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the Affected Party;
- (i) the Affected Party sells its business (or any part thereof) relating (in the case of the Contractor) to the Services;
- (j) a provisional liquidator is appointed under section 135 of the Insolvency Act 1986;
- (k) the Affected Party is subject to an event analogous to (a) to (j) above in any other jurisdiction

Intellectual Property Rights or **IPR** means patents (including rights in, and/or to, inventions); trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); design rights; rights in and/or to internet domain names and website

addresses; semi-conductor topography rights; copyright (including future copyright); database rights; rights in and to confidential information (including know how and trade secrets); and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction

Key Staff means a member of Staff fulfilling one of the roles identified in schedule 9 (Key Staff)

Losses means all losses, liabilities (including provision for contingent liabilities), fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties

Man Hours means the hours spent by a member of the Staff:

- (a) properly and exclusively working on a particular Event;
- (b) excluding lunch breaks; and
- (c) whether or not such hours are worked consecutively

Management Performance Meeting has the meaning given to it in schedule 6 (Governance and Contract Management)

Material means any document, information, data or other material (in whatever form) including Software, information uploaded onto the Authority System, databases, firmware, documented methodology, process and procedure (including without limitation any Reports, specifications, business rules and requirements, user manuals, user guides, operations manuals, training materials and instruction), and any other output (in whatever form)

Measurement Period means in relation to a Service Level, the period over which the Contractor's performance is measured

Milestone means an event or task described as a milestone in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date

Milestone Achievement Certificate means the certificate to be granted by the Authority when the Contractor has Achieved a Milestone

Milestone Date means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved

Mission means a visit by UK firms to overseas markets or a visit by overseas representatives to the UK to meet UK firms

Modify means to add to, enhance, detract, reduce, change, replace, vary, derive or improve

Modification and **Modified** shall be construed accordingly

Month means a calendar month

New Material means any Material (including Modifications to Materials), which is created by, for or on

behalf of the Authority (including by or on behalf of the Contractor) in anticipation of, in connection with and/or in the course of the performance of the Services

Non-Critical Service Level means a Key performance indicator not designated as critical in Schedule 3

Notifiable Default means:

- (a) there is, or is reasonably likely to be, a Delay;
- (b) the Contractor commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default);
- (c) where:
 - (i) the Contractor fails to Achieve the ATP Milestone or the Go-Live Milestone by their respective Milestone Dates and the Operational Services commence after the date specified in the Outline Implementation Plan; and
 - (ii) the Authority elects to follow the Rectification Plan Process
- (d) where a Service Level Default occurs; or
- (e) a failure to achieve the same Non-Critical Service Level three times in a six Month rolling period not including the first three Months after the Go-Live Date

Occasion of Tax Non-Compliance means where:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion

OJEU Notice has the meaning given to it in Recital (A)

Open Book Data means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and the Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

- (a) the Contractor's capital costs in performing each element of the Services, including actual capital expenditure (including capital replacement costs);
- (b) operating expenditure relating to the provision of each element of the Services including an analysis showing:
 - (i) the unit costs and quantity of consumable and bought in services;
 - (ii) Staff resources broken down into the number and grade/role of all Staff (free of any contingency);
 - (iii) a list of any costs which underpin the rates for each manpower grade;
 - (iv) any Reimbursable Expenses;
 - (v) Throughput Costs; and
 - (vi) Commission
- (c) overheads which have been assigned by the Contractor to the cost of providing the Services;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the profit which the Contractor has achieved over the Term and each Year including actual profit margins, assumptions and any other economic forecasting underpinning the financial model of their Tender;
- (f) confirmation that all methods used by the Contractor to allocate costs and overheads are consistent with and not more onerous than such methods applied generally by the Contractor;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual profile of costs for each Month

Operational Services means all services described in this Agreement save for Implementation Services

Other Contractors means the Contractors of events management services under other contracts awarded by the Authority including but not limited to those under the OJEU Notice

Outline Implementation Plan means the outline plan set out at in Annex 1 of schedule 4 (Implementation Plan)

Performance Management Framework means the mechanism set out in schedule 3 by which the

Contractor's performance will be monitored under the Contract

Personal Data has the meaning given to that term in the DPA

Persistent Failure means a failure to meet the same Service Level three (3) times in a rolling three (3) Month period

PIMS means Performance and Impact Monitoring Surveys

Processing has the meaning given to it in the DPA but, for the purposes of this Agreement, it shall include both manual and automatic processing and Process and Processed shall be interpreted accordingly;

Prohibited Act means:

- (a) offering, promising or giving a financial or other advantage to another person to induce or reward that person to perform improperly a Relevant Function or act or performance;
- (b) accepting, requesting, agreeing to receive or accepting a financial or other advantage intending that, in consequence, a Relevant Function or act or performance should be performed improperly;
- (c) offering, giving or agreeing to give to any Public Official or Foreign Public Official any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act, including in relation to the obtaining or performance of any contract with a Public Official or a Foreign Public Official acting on behalf of a Public International Organisation; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to any act, including in relation to any contract with a Public Official acting on behalf of a public organisation, or a Foreign Public Official acting on behalf of a Public International Organisation;
- (d) entering into any contract with a Public Official or a Foreign Public Official where a commission has been paid or has been agreed to be paid, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (e) committing any offence:
 - (i) under the Prevention of Corruption Acts 1889 to 1916;
 - (ii) under the Bribery Act 2010;
 - (iii) under any statute, regulation, by-law, ordinance or subordinate legislation creating offences in respect of fraudulent acts;
 - (iv) under UK common law in respect of fraudulent acts in relation to this agreement or any other contract with the Government or a Public International Organisation; or
 - (v) under any foreign statute, regulation, by-law, ordinance or subordinate

legislation or common law or local law;

- (f) defrauding or attempting to defraud or conspiring to defraud the Government or a Public International Organisation; or
- (g) breaching any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010

Public Official means an individual who:

- (a) holds a legislative, administrative or judicial position of any kind, whether appointed or elected, within the United Kingdom
- (b) exercises a public function:
 - (i) for or on behalf of the United Kingdom, or
 - (ii) for any public agency or public enterprise of the United Kingdom, or
- (c) is an official or agent of a public organisation in the United Kingdom

Records means books, documents, manuals, reports (including internal and external audit reports), accounts, Requests and all other records (including Data and Confidential Information) including full and accurate records and accounts of the operation of this Agreement, the Services provided pursuant to this Agreement, the amounts paid by the Authority under this Agreement and/or the amounts paid by the Contractor to any Contractors, in each case in their original physical or electronic form, created, Modified, maintained and/or held by the Contractor or any Contractor in connection with this Agreement

Rectification Plan means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default, as described further in clause 38

Rectification Plan Failure means:

- (a) the Contractor failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in clauses 38.2 or 38.8;
- (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Contractor pursuant to clause 38.8;
- (c) where:
 - (i) the parties have agreed a Rectification Plan in respect of that material Default and the Contractor can demonstrate that it is implementing the Rectification Plan in good faith; and
 - (ii) the Contractor fails to rectify a material Default within the date specified in the Rectification Plan by which the Contractor must rectify the material Default;
- (d) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 Months for the same (or substantially the same) root cause as that of the original Notifiable Default

Rectification Plan Process means the process set out in clauses 38

Redundancy Surcharge means the following costs to the extent they are paid to the Eligible Redundant Employee:

- (a) statutory redundancy pay entitlement (calculated in accordance with Part XI of the Employment Rights Act 1996);
- (b) contractual payment in lieu of notice entitlement (which transferred to the Contractor under a Relevant Transfer) where it is not reasonably practicable for that employee to continue in employment during their period of notice;
- (c) but excluding all other Employee Liabilities

Reimbursable Expenses has the meaning given to it in schedule 5 (Charges)

Relevant Function means:

- (a) any function of a public nature;
- (b) any activity connected with a business;
- (c) any activity performed in the course of a person's employment; or
- (d) any activity performed by or on behalf of a body of persons (whether corporate or unincorporate)

Relevant Law means:

- (a) any statute, regulation, by law, ordinance or subordinate legislation which is in force for the time being to which a party and/or the Services is subject;
- (b) the common law as applicable to the parties (or any one of them) and/or the Services;
- (c) any binding court order, judgment or decree applicable to the parties (or any one of them) and/or the Services; and
- (d) any applicable industry code, policy, guidance, standard or accreditation terms:
 - (i) enforceable by law which is in force for the time being, and/or
 - (ii) stipulated by any regulatory authority to which the Authority or the Service Recipient is subject or which is otherwise relevant to the provision of the Services
 - (iii) stipulated by the UK government

in each case, for the time being and in any territory in which the Services are provided.

Relevant Tax Authority means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Contractor is established

Relevant Transfer means a transfer of employment to which the Employment Regulations applies

Relief Notice has the meaning given to it in clause 6.2(b)

Replacement Services means any services which the Authority obtains or itself provides in substitution for the Services or any part thereof following any Service Transfer and/or Termination or Expiry

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

Reports means the reports prepared or to be prepared from time to time by any person undertaking obligations of the Contractor pursuant to this Agreement including those set out in schedule 11 (Reporting)

Request for Information means a request for information relating to this Agreement or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs

Self-Audit Certificate means the certificate in the form set out in Annex 1 to schedule 10 (Records and Audit) to be provided to the Authority in accordance with schedule 10 (Records and Audit)

Service Credit means a KPI has been identified as having a “Red” status in accordance with schedule 3

Service Failure means any failure to provide the Services in accordance with this Agreement but excluding Notifiable Defaults or Service Level Default

Service Level means a level of performance or delivery of the Services (or part thereof) specified in paragraph 2 of schedule 3 (Performance Management Framework)

Service Recipient means the Department for International Trade (the Authority) that has benefit of as the Services as detailed further in schedule 2 (Services)

Service Transfer means any transfer of the Services (or any part thereof), for whatever reason, from the Contractor or any Contractor to the Authority, the Service Recipient or any third party

Services means all or, as the context requires, any of the obligations of the Contractor under this Agreement including the services set out in schedule 2 (Services)

Software means any computer programme or programming code (including Source Code and object code)

Source Code means the human readable version of any computer programme or programming code and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary to enable a reasonably skilled computer programmer to use, reproduce, Modify, enhance and support such computer program or programming code without recourse to any other document, materials or person

Staff means Key Staff and any other employees, officers and individuals employed by or contracted to the Contractor or any of its Contractors and involved to any extent in the performance of the Services and/or the performance of this Agreement

Staff Costs means, in connection with calculating the Incurred Costs, the cost of Staff in respect of an Event calculated by multiplying the relevant Day Rate by the number of days expended by each member of Staff solely and exclusively on a particular Event, subject to the following:

- (a) where a member of Staff works less than 7.5 Man Hours on any particular day, the relevant Day Rate shall be reduced on a pro rata basis according to the number of hours worked during that day; and
- (b) the Day Rate shall be the maximum amount payable for a member of Staff on any particular day even where a member of Staff works in excessive of 7.5 Man Hours on any particular day

Subcontract means any contract or agreement (or proposed contract or agreement) between the Contractor (or a Contractor) and any third party whereby that third party agrees to provide to the Contractor (or a Contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof

Subsidiary shall have the meaning given in section 1159 Companies Act 2006 and include parent and subsidiary undertakings as defined in section 1162 Companies Act 2006 (each section being as in force at the Contract Date)

Supporting Documents means sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of receipts

Suspension Period has the meaning given to it in clause 29.6

Tender means the tender submitted by the Contractor to the Authority on 7th April 2017, which is contained within the Authority's e-tendering portal.

Term means the Initial Term and any Extension Period(s)

Termination means the termination of this Agreement or a part thereof it in accordance with clause 29 or any other provision of this Agreement

Termination Assistance Notice has the meaning given in paragraph 5(1) of schedule 15 (Exit Management)

Termination Assistance Period means, in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Contractor is required to provide the Termination Services as such period may be extended pursuant to paragraph 5(2) of schedule 15 (Exit Management)

Termination Date means the effective date of a Termination

Termination Services means the services and activities to be performed by the Contractor pursuant to the Exit Plan, including those activities listed in Annex 1 of schedule 15 (Exit Management), and any other services required pursuant to the Termination Assistance Notice

Terms and Conditions means clauses 1 – 49 of this Agreement

Third Party Software means any Software used or required to be used in the provision of the Services, the IPR in which are owned by a party other than a member of the Contractor Group

Throughput Costs means, subject to the provisions of schedule 5 (Charges), the costs properly and reasonably incurred by the Contractor to third parties, arising directly from Events to the extent that such costs are outlined in schedule 2) services clause 2.2:

Transferring Former Contractor Employees means in relation to a Former Contractor, those employees of the Former Contractor to whom the Employment Regulations will apply on the Relevant Transfer Date

Transferring Contractor Employees means those employees of the Contractor and/or the

Contractors to whom the Employment Regulations will apply on the Service Transfer Date

Travel, Expenses and Subsistence Policies means the Authority's travel, expenses and subsistence policies as applicable during the Term of the Agreement. The policies applicable at the Contract Date are set out in schedule 5, annex 2

Use means:

- (a) in relation to any Software, the right to load, execute, store, transmit, display, Modify and copy (for the purposes of loading, execution, storage, transmission or display) that Software; and
- (b) in relation to any Materials the right to Modify, amend, reverse assemble, decompile, decode, translate or otherwise utilise

User means any individual, organisation or entity, including the Authority, Service Recipient and its employees, subcontractors, agents, trading partners and Authority's, which receives or is required to receive the Services and/or the benefit thereof

Worker means any member of Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) <https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees> applies in respect of the Services

Year means the period of twelve (12) Months from the Go-Live Date and each subsequent consecutive period of twelve (12) Months during the Term

Schedule 2) Services

SERVICES

General

This section sets out:

- (a) the Services required from the Contractor for the Defence and Security Organisation in return for the Charges. These are mandatory service requirements that the Contractor is expected to provide;

and

- (b) The accountabilities of the Authority

1. BACKGROUND

Department for International Trade - Defence and Security Organisation (DIT DSO)

- 1.1 The UK and overseas exhibition programmes form the backbone of DIT DSO engagement with UK industry, overseas government customers and international prime contractors in the defence, security and cyber sectors. The DSO programme supports the Prosperity Agenda of both the National Security Council and the current Strategic Defence & Security Review. Moreover, the programme forms part of DSO work in strategic export campaigns and Government-to-Government export initiatives, overseen by the Ministerial Defence & Security Exports Working Group and the Government's Exports Task Force. DSO works to promote UK exports with the Defence Growth Partnership (BIS/industry), Cyber Growth Partnership (CO/industry) and Security & Resilience Growth Partnership (HO/industry), including implementing their various published strategies.
- 1.2 The international defence and security exhibition remains a key channel in the building and reinforcing of the strong relationships necessary in these sectors. Attendance is seen as a sign of commitment by HMG to the sectors in general and to the host nation specifically.
- 1.3 The DIT DSO exhibition programme delivers one key message, both at home and abroad, that there is a coordinated HM Government and UK industry effort to understand and deliver significant defence and security solutions for overseas customers. This effort is led by DSO, bringing together key stakeholders in government. DSO works closely with many partners both across HMG and industry to deliver the activities listed in this programme. These include the following Government Departments:
 - Ministry of Defence
 - Wider DIT
 - Business Energy and Industrial Strategy
 - Foreign & Commonwealth Office
 - Home Office
 - Department for International Development
 - UK Military
 - UK Police and Security Agencies
 - UK Fire Services
 - UK Defence and Security Industry
 - UK Defence and Security Trade Associations
 - International specialist defence and security media
 - International Partners on collaborative projects

1.4 DSO provides:

- Delegation management resulting in direct Government to Government access;
- Senior military/security (serving) experts – specialised in military capabilities
- dedicated media support by a military and security specialist allowing access into trade journals, press and TV coverage, military and security live demonstration and display areas (supported by the UK military), allowing UK companies a unique platform from which to display their capabilities;
- A high impact stand with clear DSO brand;
- Use of formal meeting room;
- Hospitality area; and
- An industry focussed marketing package comprising: entry into the official catalogue; stand brochure; company corporate - video loop; passes and digital marketing where applicable.

2 DIT EVENTS AND MISSION PROGRAMME OF ACTIVITY

2.1 The following exhibitions will form the FY 2017/18 programme, but will be subject to change. Therefore, a degree of flexibility is required by the Contractor.

DIT DSO Exhibitions Programme 2017-2018

2.2 Service in scope is the procurement of:

- stand design,
- build,
- graphics,
- installation,
- breakdown,
- freight,
- transport,
- logistics,
- audio/visual,
- catering,
- all on site requirements and auxiliaries.

2.3 DSO has a specific team responsible for the management and delivery of the DSO Exhibitions Programme both in the UK and overseas.

2.4 In a full financial year the Contractor will be required to deliver in the region of thirty one (31) Events with an estimated budget of £1.2m.

2.5 This Event list below is representative of a full year. The Contractor will be required to commence delivery of the Events contained within this list for the September 2017 events (DSEi) onwards:

Event	Country	Date
DSEI	UK	12 to 15 Sep 2017
PACIFIC	Australia	03 to 05 Oct 2017
SADEX	ROK	17 to 22 Oct 2017
IACP	USA	21 to 24 Oct 2017
MADEX	ROK	24 to 27 Oct 2017
DEFENSE AND SECURITY	Thailand	06 to 09 Nov 2017
DUBAI AIRSHOW	UAE	12 to 16 Nov 2017

EXPODEFENSA	Colombia	04 to 06 Dec 2017
KUWAIT AIR SHOW	Kuwait	17 to 21 Jan 2018
INTERSEC	UAE	21 to 23 Jan 2018
SINGAPORE AIRSHOW	Singapore	06 to 11 Feb 2018
SECURITY AND POLICING	UK	06 to 08 Mar 2018
DEFEXPO	India	TBC
DIMDEX	Qatar	12 to 14 Mar 2018

3 SCOPE OF THE SERVICE REQUIREMENT

Contractor Obligations

- 3.1 For each event, the Contractor will design three stands to the requirements stated in categories A, B and C to a standard that is consistent with that of the Authority's audience: VIP's, ministerial and military delegations.
- 3.2 For each event, the Contractor will design, brand, construct/build and install/breakdown stands that promote UK Government and DIT DSO utilising images and messages focused on the UK defence and security sector with regards to export.
- 3.3 Each stand will have a designed feature incorporating audio visual (AV).
- 3.4 The Contractor will provide costed options for AV features that may be used at exhibitions when requested by the Authority.
- 3.5 All stands must be flexible in design to accommodate any necessary changes to be implemented at late notice by the Authority.
- 3.6 All stands will not include a build solution that includes a shell or system where possible,, unless agreed in writing by the Authority.
- 3.7 All stands will accommodate the ability to re-use elements to maintain a low carbon foot print.
- 3.8 A full design brief for each exhibition stand will be provided to the Contractor and agreed in writing by the Authority before any construction is undertaken.
- 3.9 The Contractor will hold appropriate accreditation with event and exhibition bodies (Event Services and Suppliers Association (ESSA) and The British Assessment Bureau) and will ensure that stand design and construction complies with the regulations and requirements of the venue, event organisers, health & safety and security.
- 3.10 The stand construction as described in the requirements must be environmentally friendly where possible and the Contractor shall demonstrate to the Authority where the options are available/have been taken to reduce the carbon foot print.
- 3.11 The Contractor will make all the necessary on site arrangements for installation/breakdown, Audio Visual (AV), power, rigging (where applicable) lighting, internet connections, freighting, drayage, on site handling, contractor's passes and stand disposal as outlined in clause 2.2.
- 3.12 The Contractor will be responsible for complying with all guidelines, including timescales required by show organisers/venues and the Authority.
- 3.13 The Contractor will appoint a project manager who will be available on site for the duration of the event.

- 3.14 The Contractor will supply all catering, hosting, cleaning, and auxiliary requirements, as outlined in clause 2.2.

4 STAND CATEGORY BREAKDOWN

The Contractor to deliver the following stand requirements:

Category A

- 4.1 Consists of a corporate stand with a featured design, reception counter, formal meeting room and an equipment display area.
- 4.2 The equipment displayed is variable - from armoured vehicle(s) weight loading (2445mm height, 7040mm length, 2050mm wide, 10500kg weight) to personnel soldier radios (546mm height, 75mm length, 38mm width, 1.1kg weight).
- 4.3 Approximate bare space (size) between 60sqm and 120sqm of bare space (open x3/x4 sides) split between:

Reception area and meeting room (approximately 36sqm)

- High quality – minimum requirement ‘Velour’, dark carpet, hard wearing.
- Solid Platform.
- A designed DSO feature – at the front of the stand as a focal point for our audience and clients.
- AV requirement: minimum 42” Smart LED screen for corporate video loop (capable of running HD programming with the ability to drive a menu driven programme). Through either a DVD/Blue Ray/Laptop.
- Reception desk which will also be a focal point for enquiries. This could be shared with a participating Trade Association and jointly branded DIT DSO and Trade Association.
- Lockable cupboard.
- Built in PA system.
- Built in literature distribution points.
- Bins, x2 stools.
- Logos / brand to front.

Formal meeting room

- High quality – minimum requirement ‘Velour’, dark carpet, hard wearing.
- Solid Platform.
- An enclosed formal meeting room for 8 people (minimum), to a high standard and finish. This will be used for VIP (ministerial and military) bi-laterals.
- Solid ceiling.
- Fixed lighting adequate for a confined room.
- Controllable Air Conditioning (A/C).
- Soft seating for x 8 people (to a high standard) with x 4 (small) coffee tables.
- X 2 bins.
- Foliage where applicable.
- An enclosed lockable storage area with coat hooks, mirror and shelves for literature storage/bags.

- Credenza unit for serving refreshments, including a glass fronted fridge.
- Water cooler.
- Cutlery and crockery (cups/saucers and glasses), for x 20 guests (of a high standard).
- Coffee machine (ground coffee) with hot water facility for tea.
- Professional catering and hosting.
- Refreshments for x 20 guests a day (cold/hot drinks and snacks).
- Dedicated Router for WiFi, Internet.
- X 4 graphics, from supplied imagery.
- Door to have port-hole window (frosted) and sliding 'in use' sign.

Display / presentation area (24sqm - 84sqm)

- 4.4 As these are high profile exhibitions attracting a large number of international VIP's, Ministerial and military delegations, the stand must have an innovative design feature that incorporates good use of graphics, AV (such as video wall or similar).
- 4.5 The stand will have members of the British Army Export Support Team (EST) who will be displaying a wide range of static military equipment with various dimensions and weights, and innovative ways of displaying the requirement will be required.
- 4.6 Military personnel will provide briefings and presentations to targeted VIP audiences and therefore will need appropriate and suitable AV to run this.
- High quality – minimum requirement 'Velour', dark carpet, hard wearing, consideration must be given to weight loading and use of platform.
 - Solid Platform where required.

The Contractor will provide, on request of the Authority, the following:

- AV feature is required at certain exhibitions.
- Various (weight/height/size) static military equipment.

Category B

Reception area and meeting room (approximately 36sqm)

- High quality – minimum requirement 'Velour', dark carpet, hard wearing.
- Solid Platform.
- A designed DIT DSO feature – at the front of the stand as a focal point for our audience and clients.
- AV requirement; minimum 42" Smart LED screen for corporate loop (capable of running HD programming with the ability to drive a menu driven programme), through either a DVD/Blue Ray/Laptop.
- Reception desk which will also be a focal point for enquiries. This could be shared with a Trade Association and jointly branded DIT DSO and Trade Association.
- Built in literature distribution points.
- Lockable cupboard.
- Built in PA system.
- Bins, x2 stools.
- Logos/brand to front.

Formal meeting room

- High quality – minimum requirement ‘Velour’, dark carpet, hard wearing.
- Solid Platform.
- An enclosed formal meeting room for 8 people, to a high standard and finish. This will be used for VIP (ministerial and military) bi-laterals.
- Solid ceiling.
- Fixed lighting adequate for a confined room.
- Controllable Air Conditioning (A/C).
- Soft seating for x8 people (to a high standard) with x4 (small) coffee tables.
- x2 bins.
- Foliage where applicable.
- An enclosed lockable storage area with coat hooks, mirror and shelves for literature storage/bags.
- Credenza unit for serving refreshments, including a glass fronted fridge.
- Water cooler.
- Cutlery and crockery (cups/saucers and glasses), for x20 guests (of a high standard).
- Coffee machine (ground coffee) with hot water facility for tea.
- Professional catering and hosting.
- Refreshments for x20 guests a day (cold/hot drinks and snacks).
- Dedicated Router for WiFi, Internet.
- X4 graphics, from supplied imagery.
- Door to have port-hole window (frosted) and sliding ‘in use’ sign.

Category C

- 4.7 Consists of corporate reception area, formal meeting room, UK company booths/pods with hospitality area.
- 4.8 The Contractor will need to be flexible for late requests for attendance at short notice as well as cancellations.
- 4.9 The standard of finish should match that of the main feature as companies are attending under the UK Government banner.
- 4.10 The DIT DSO stand will be the focal point of the UK Pavilion and the Authority will require a high specification feature stand that has an extremely eye-catching presence that will welcome customers and clients to the UK group.

Reception area and meeting room (approximately 36sqm)

- Good Quality – minimum requirement ‘Velour’, dark carpet, hard wearing.
- Solid Platform.
- A designed DIT DSO feature – at the front of the stand as a focal point for our audience and clients.
 - AV requirement: minimum 42” Smart LED screen for corporate loop (capable of running HD programming with the ability to drive a menu driven programme). Through either a DVD/Blue Ray/Laptop.
- Reception desk which will also be a focal point for enquiries. This could be shared with a Trade Association and jointly branded DIT – DSO and Trade Association.
- Built in literature distribution points.
- Lockable cupboard

- Built in PA system
- Bins, x2 stools
- Logos/brand to front.

Formal meeting room

- High quality – minimum requirement ‘Velour’, dark carpet, hard wearing.
- Solid Platform
- An enclosed formal meeting room for 8 people, to a high standard and finish. This will be used for VIP (ministerial and military) bi-lateral meetings.
- Solid ceiling.
- Fixed lighting adequate for a confined room.
- Controllable Air Conditioning.
- Soft seating for x8 people (to a high standard) with x4 (small) coffee tables.
- x2 bins.
- Foliage where applicable.
- An enclosed lockable storage area with coat hooks, mirror and shelves for literature storage/bags.
- Credenza unit for serving refreshments, including a glass fronted fridge.
- Water cooler.
- Cutlery and crockery (cups/saucers and glasses), for x20 guests (of a high standard).
- Coffee machine (ground coffee) with hot water facility for tea.
- Professional catering and hosting.
- Refreshments for x20 guests a day (cold/hot drinks and snacks).
- Dedicated Router for WiFi, Internet.
- X4 graphics, from supplied imagery.
- Door to have port-hole window (frosted) and sliding ‘in use ‘sign.

UK Group Company space (island site) x60sqm approximately

- The group will comprise between 4 and 12 UK companies.
- The Contractor will provide a flexible working design that maximises UK company attendance and allows for alteration at short notice.
- The requirement may change and the number of companies may increase, the Contractor will be responsible for proactively managing the requirement.
- Each company should have;
 - Carpet to platform.
 - Graphic panel (graphic produced from ready-made artwork).
 - X1 stool.
 - X1 lockable cupboard.
 - X1 bin.
 - Lighting and sockets.
 - Literature racks.
 - Informal meeting area for use by UK companies; standard seating for x8 - 24 people with tables, bins, refreshment area.
 - An enclosed lockable storage area with coat hooks, mirror and shelves for literature storage/bags.
 - Credenza unit for serving refreshments, including a glass fronted fridge.
 - Water cooler.
 - Cutlery and crockery (disposable) for x20 guests.
 - Coffee machine (ground coffee) with hot water facility for tea.

- Professional catering and hosting.
- Refreshments for x20 guests a day (cold/hot drinks and snacks).

4.11 There may be additional requirements requested from participating UK companies and the Contractor will be required to supply and invoice direct (AV, graphics and furniture).

UK Programme

4.12 There will be a requirement to provide design and produce graphics to clad between 9sqm – 15 sqm of shell scheme, supply furniture and AV (42" LED screen/player) for the UK exhibitions listed on the programme.

4.13 The DSEi stand in September 2017 will be similar to a Category A requirement, less a meeting room and will require additional design the Authority will brief the Contractor accordingly.

Measurement

4.14 Quality will be measured through the PIMs surveys and analysis of customer feedback.

5 EVENTS PROGRAMME MANAGEMENT AND DELIVERY

Current Model

5.1 The DIT DSO team is responsible for developing and delivering presence at an annual Programme of Overseas and UK events and exhibitions.

Authority's accountability

5.2 The DIT DSO team will:

- Manage:
 - The Contractor's performance on a day-to-day basis to ensure quality of delivery and work with the Planning Team to manage any agency performance issues.
 - Project budgets to drive efficiencies, value for Money and value in Kind.
 - Stakeholder and account management across DIT to drive more effective event design and targeted propositions and long term planning for the supplier.
 - DIT partners and sponsors to maximise opportunities across the programme.
 - All milestones to ensure timely and efficient delivery by Contractor and stakeholders alike.
- Set:
 - Clear briefs to Contractor that will enable them to deliver against the event objectives.
 - KPI targets, as contained within the agreed Performance Management Framework (schedule 3).
- Perform:
 - Analysis of customer feedback with Contractor to shape the development of future events.
- Follow and update Standard Operating Procedures (SOPs) identifying improvements in the design and delivery of events.
- Drive the digital agenda across the programme.

Contactor Requirement – Event Management and Delivery

5.3 The Contractor shall:

- Work effectively:
 - With DIT DSO to develop the most effective and innovative design for the event.
 - With other the Authority's Contractors, other Event Management Lot Contractors and CCS Contractors in order to deliver against the Authority's objectives.
- Manage:
 - The end-to-end budget and finance for their delivery area.
 - All aspects of stand production as in section 4 of this schedule.

5.4 The Contractor will have the capability to be both flexible in its ability to respond to fluctuations in demand and changes to the delivery plan.

Supplier Requirements – Event Programme Management and Delivery

5.5 The Contractor will provide appropriate management personnel and services to deliver the Event Programme Services effectively. This will include, but not limited to the following management services:

- Executing the mobilisation activities to establish the Services under the contract and establish those Services over the Term.
- Management of the contract and client.
- Financial management including managing audit requirements.
- Operational management of the Services.
- Leadership and expertise stemming from senior management of the services.
- Providing a structured approach to delivering the Services that is appropriate to DIT's governance structure to manage the programme effectively.
- Executing accurate and timely provision of MI and other reporting, with insight and assessment of the programme and performance (schedule 3 and schedule 11).
- Providing appropriate training and development of staff to provide the Services.
- Applying high quality assurance and measurement across the delivery of the Services, including the management of risk.

6 PERFORMANCE MANAGEMENT

6.1 Performance measurement is important to DIT DSO. The aim is to be able to provide performance and evaluation information to relevant stakeholders both internally and externally in a consistent and clear way, so that people comprehend our measurements through dashboards.

6.2 Further, the Authority is required to demonstrate the impact of our marketing activity all the way through a customer journey. The Authority, working with the Contractor, will approve draft a Performance Management Framework (PMF) at the first Quarterly Review Meeting. The PMF will allow for understanding performance, improving efficiency and evaluating against the Authority's objectives and targets.

Supplier Requirements

6.3 The Contractor will be required to deliver information in accordance with the PMF requirement

(schedule 3), the agreed reporting requirements, including financial forecasting (schedule 11) and the outlined Governance and Contract Management requirements (schedule 6).

7 GOVERNANCE AND CONTRACT MANAGEMENT

7.1 The Contractor is to comply with the Governance requirements as stated in schedule 6. In addition, The Contractor is to meet the following requirements in the delivery of Services:

- To have in place clear, robust and fully accountable governance arrangements for the delivery of the Services;
- To have in place, or have access to, necessary support services including IT, personnel, administration and finance;
- To have clear and robust internal processes and procedures and staff that are fully accountable delivering and managing the Services to protect the Authority's reputation.

7.2 The Contractor is to adhere to The Authority's Governance arrangements, input Management Information and participate in actions arising as required at Review Meetings with relevant staff in attendance as required by the Authority. All Review meetings are subject to change at The Authority's discretion.

8 CONTINUATION OF BUSINESS DURING TRANSITION

8.1 The Contractor is to implement the Services in accordance with the Contract.

8.2 The Contractor will produce and submit a Detailed Implementation Plan in accordance with schedule 4.

Schedule 3) Performance Management Framework (PMF)

- 1 As part of the Authority's continuous drive to improve the performance of all Contractors, this Performance Management Framework (PMF) will be used to monitor measure and control all aspects of the Contractor's performance of contract responsibilities.
- 2 The PMF purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure.
- 3 Performance management indicators for the Contractor will be listed under the following categories:
 1. Contract Management
 2. Delivery and support
 3. Quality of Service
 4. Cost
 5. Continuous Improvement

The above categories are consistent within all Contract awards allowing the Authority to monitor the Contractor's performance at both individual contract level and at enterprise level with the individual Contractor.

Management of the PMF

1. The Contractor shall detail performance against KPI's in the Monthly, the Quarterly Reports and the Annual Report.
2. KPI's shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported quarterly and annually.
3. The first quarter shall not be formally assessed. It shall be used to develop the quarterly report template and agree the format and content to be included in the report.
4. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
5. Performance failure by the Contractor may result in administrative costs to the Authority. Where failure attributable to the Contractor is identified in the Performance Management report and relates to the KPI's then the Service Credit regime shall apply.
6. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.
7. The use of a strong Service Credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Authority.
8. KPIs are set out below.
9. KPI's will be monitored on a quarterly basis and will form part of the contract performance review.
10. Where a KPI has a percentage measure the Contractor's performance will be rounded up or down to

the nearest whole number.

- 11 KPIs are to be agreed and finalised at the first Quarterly Review meeting and will be confirmed under a Contract Change Note.
- 12 Where a Red Status is awarded, the Contractor shall produce a Contractors Remediation Plan, detailing the measures that the Contractor will undertake to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.

Service Credits

- 13 The use of Service Credits is governed by the following principles:
 - Service Credits sit within the wider service management approach being pursued by the Contractor and the Authority. The use of Service Credits does not prejudice the Authority's rights under appropriate clauses of the contract in the event of inadequate performance by the Contractor.
 - The Service Credit regime would be instigated on each occasion where there is a service failure (i.e. where a KPI is identified as having a 'Red status'). This would also give rise to a Remediation Plan.
 - The Authority has full and complete discretion on whether to claim all, part or none of a Service Credit to which it is due.
 - Service Credits claimed will be applied to the subsequent invoice as a credit note.
 - The full, agreed Service Credit regime shall operate from the sign off of the PMF at the first Quarterly Review Meeting and until the end of the Contract Period.

Service credits will be applied as follows:

- **Service Credit 1: KPI 1**
Unless there is written clearance by the Authority, delays to identified deliverables in KPI 1 will incur a deduction in payment in the appropriate quarter that the failure occurs. The applicable deductions, resulting from performances in 'red' in the KPI table, is 5% of the quarterly invoice value for at least two (2) monthly report delays or incorrect invoices
 - **Service Credit 2: to be completed at first Quarterly Review Meeting**
 - **Service Credit 3:**
 - **Service Credit 4:**
- 14 The Draft Performance Management Framework (DPMF) will be developed by both parties within the first Quarter of the Go-Live date of this Contact
 - 15 The DPMF will be signed off by both Parties at the first Quarterly Review Meeting, the Authority has final approval.
 - 16 The PMF will then be captured within the Contract via a CCN (Appendix 1)
 - 17 The PMF can be reviewed by both Parties on an annual basis and changes recommended for approval at the Annual Review Meeting.

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Contract Management	KPI 1 – Monthly and Quarterly reports and invoices Service credit 1	Brief monthly reports to be produced within five (5) working days of the end of each month in readiness to be presented at the Monthly Review Meetings Quarterly two page reports and invoices to be produced within five (5) working days of the end of each quarter in readiness to be presented at the Quarterly Review Meetings. Invoices and associated report should be clearly linked.	Invoices will quote the correct PO, contract number, the Authority Contact, and qualitative description of the work being done. Invoices must be clearly itemised. Associated reports should be clearly and explicitly linked to invoices to help financial tracking.	95% Reports and or invoices sent to the Authority which contains inaccuracies and/or greater than 5 (five) working days after the agreed deadline.	98% Reports and or invoices sent to the Authority which contains inaccuracies and/or greater than 2 (two) working days after the agreed deadline.	100% Meets expectations - All reports and invoices sent to the Authority on time and accurately reflect agreed work
Delivery						
Delivery						

NOTE THIS IS SAMPLE LAYOUT

Schedule 4) Implementation Plan

Contractor to note that the Authority will revise and replace schedule 4, following the next Review Meeting.

1 INTRODUCTION

1.1 This schedule:

- (a) defines the process for the preparation and implementation of a Detailed Implementation Plan; and
- (b) identifies the Milestones (and associated Deliverables).

2 IMPLEMENTATION PLAN

2.1 A draft Detailed Implementation Plan is to be provided by the Contractor within one (1) month of the Contract Date.

2.2 The Contractor shall ensure that the draft Detailed Implementation Plan:

- (a) incorporates all of the Milestones and Milestone Dates necessary to deliver the programme;
- (b) clearly outlines all the steps required to implement the Milestones to be achieved together with a high level plan for the rest of the programme, in conformity with the Authority's requirements under this Agreement; and
- (c) clearly outlines the required roles and responsibilities of both parties, including staffing requirements

2.3 The draft Detailed Implementation Plan will be agreed by both Parties at the first Quarterly Review Meeting and captured in the Contract in accordance with clause 10 (Variation).

2.4 If the Authority rejects the draft Detailed Implementation Plan:

- (a) the Authority shall inform the Contractor in writing of its reasons for its rejection; and
- (b) the Contractor shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within twenty (20) Business Days of the date of the Authority's notice of rejection. The provisions of paragraph 2.2(b) and this paragraph 2.2(c) shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either party may refer any disputed matters for resolution by the Dispute Resolution Process at any time.

2.5 If the Authority approves the draft Detailed Implementation Plan, it shall commence from the date of the Authority's notice of approval.

2.6 Following the approval of the Detailed Implementation Plan by the Authority:

- (a) the Contractor shall submit a revised Detailed Implementation Plan to the Authority every three (3) months starting six (6) Months from the Contract Date;
 - (b) without prejudice to paragraph 2.5, the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Contractor and the Contractor shall submit a draft revised Detailed Implementation Plan to the Authority within twenty (20) Business Days of receiving such a request from the Authority (or such longer period as the parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Process);
 - (c) any revised Detailed Implementation Plan shall (subject to paragraph 2.5) be submitted by the Contractor for approval in accordance with the procedure set out in paragraph 3; and
 - (d) the Contractor's performance against the Implementation Plan shall be monitored and discussed during Management Performance Meetings. In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Contractor to the Authority not less than five (5) Business Days in advance of each Management Performance Meeting.
- 2.7 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Contractor in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be approved by the Authority provided that:
- (a) in no circumstances shall the Contractor be entitled to alter or request an alteration to any Milestone Date except in accordance with clause 4 below.
 - (b) any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

3. GOVERNMENT REVIEWS

- 3.1 The Contractor acknowledges that the Services may be subject to Government review at key stages of the Services. The Contractor 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.

4 MILESTONE ACHIEVEMENT

- 3.2 The Authority shall confirm its agreement in writing in respect of a given Milestone as soon as is reasonably practicable following performance by the Contractor to the reasonable satisfaction of the Authority of each Milestone identified in the Implementation Plan.
- 3.3 If a Milestone is not Achieved, the Authority shall promptly issue a report to the Contractor setting out any reasons for the relevant Milestone not being Achieved.
- 3.4 The Authority may at its discretion (without waiving any rights in relation to the other options) accept a Milestone conditional on the remediation of specific issues in accordance with an agreed Rectification Plan provided that:
- (a) any Rectification Plan shall be agreed before the issue of a conditional acceptance unless the Authority agrees otherwise (in which case the Contractor shall submit a Rectification Plan for approval by the Authority within ten (10)

Business Days of receipt of the Authority's report); and

- (b) where the Authority conditionally accepts a Milestone, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

ANNEX 1

OUTLINE IMPLEMENTATION PLAN

Milestone	Deliverables	Deliverable Defined	Duration (business days)	Milestone date	Customer responsibilities	Link to Authority to proceed
Finance processes	Reporting	Agreed schedule for the provision of monthly status reporting for overall contract, monthly reports and individual project reports	5 days	8th June	edge to prepare schedule for financial reporting submissions	no
	Invoicing	Agreed schedule for invoice submissions in respect of agreed quotations and receipt of PO number	5 days	8th June	edge to prepare schedule for event invoice submissions	yes
	Product	Provision of detailed specification and quotation itemising all items included in overall agreed cost per project	3 days	8th June	edge to prepare specification and quotation document templates	no
	Categories	Clear itemisation of project category based on event list requirement	2 days	8th June	edge to clearly indicate on all quotations agreed event category as per DSO contract	no

Milestone	Deliverables	Deliverable Defined	Duration (business days)	Milestone date	Customer responsibilities	Link to Authority to proceed
	Expenses	not relevant as all cost incurred are included within overall site costs	not applicable	not applicable	not applicable	no
Processes mapped	SOP's standard operating procedures	Provision of a clear process chart setting out all actions required	3 days	8th June	Customer to allocate team with named lead to co-ordinate the activities of the supplier	no
	Governance	Provision of a comprehensive list responsibilities for all actions required	2 days	8th June	edge to prepare document template	no
	Compliance	Provision of a comprehensive list of all rules, regulations, and legal requirements for all actions required	5 days	8th June	edge to prepare document template	no
	Event processes	Provision of a standardised timeline for all actions required	2 days	8th June	edge to prepare document template	no

Milestone	Deliverables	Deliverable Defined	Duration (business days)	Milestone date	Customer responsibilities	Link to Authority to proceed
	Event Briefs	Provision of a document template for a project brief sheet to be issued to all DSO event managers	2 days	8th June	edge to prepare document template	no
	Escalations	Provision of a document where additional works and budgetary implications can be addressed at the monthly event team meeting	2 days	8th June	edge to prepare document template	yes
	Monitoring	Provision of an agenda template to ensure all actions are discussed at the monthly event team meeting	2 days	8th June	edge to prepare agenda template	no
	Roles and Responsibilities	Provision of a comprehensive list of personnel itemising all actions and responsibilities per individual event	2 days	8th June	edge to prepare document template	no

Milestone	Deliverables	Deliverable Defined	Duration (business days)	Milestone date	Customer responsibilities	Link to Authority to proceed
Stakeholder plan	Who, what, when and how.	Provision of a schedule listing all stakeholders itemising their roles and timeline per individual event	2 days	15th June	Customer to allocate team with a named lead to co-ordinate the activities of the Supplier	no
Stakeholder meetings	communication	Provision of an agenda template to ensure all actions are allocated per individual event	2 days	15th June	edge to prepare agenda template	no
Delivery teams in place	Personnel	All personnel allocated roles and responsibilities	5 days	22nd June	Access to customer documentation	yes
Customer website readiness	Named personnel to be given for clearance checks	No website link required.	not applicable	23rd June	Customer IT team to train supplier in usage	yes
Brand immersion	Training of teams	edge personnel to attend DIT DSO brand guidance session	1 day	27th June	marketing team access for detail process	yes
Go-live	The operational service to commence	All required documentation available and meeting schedules agreed	15 days	30th June	edge to provide all documents, agenda templates, contact lists and meeting schedules	yes

ANNEX 2

Outline BCDR Plan

Contractor's outline Disaster Recovery and Supplier Contingency Plan

i) Property and Equipment

AREA OF CONCERN	POSSIBLE RISK	CONTINGENCY PLAN
Office building	fire, flood, theft or natural disaster	Remote working from home until suitable short term rental property is sourced. Mutually agreeable meeting point to be confirmed within 24 hours.
Office equipment	fire, flood, theft or natural disaster	All employees have mobile phone and tablet so continued communication. All computer equipment is covered under insurance policy for replacement and directors have laptops for remote working.
Communication	fire, flood, theft or natural disaster	All employees have mobile phone and tablet so continued communication. Email server is office based so alternate emails (g-mail accounts) to be utilised until server reset remotely. (Western Computer)
Data Storage - digital	fire, flood, theft or natural disaster	Server back up drive stored off site (DAC). Individual back up drives for drawings and project management stored off site. Email and phone details stored off site via cloud storage. (apple)
Data Storage - hard copies	fire, flood, theft or natural disaster	All licences and certification stored in fire proof safe, copies kept off site. (DAC)
Computer systems	cyber crime	Malware and file wall software updated regularly. All hard drives password protected. (Western Computer)

ii) Business Activities - office

AREA OF CONCERN	POSSIBLE RISK	CONTINGENCY PLAN
Active projects	loss of data and drawings	Weekly back up to drives saved off site. Emails held on remote server (Kerio)
Banking and Accounts	loss of data or cyber attack	All banking through NATWEST secure online system. All records accessible. Accounts on office PC via Xero and backed up to bookkeeper's laptop. All HMRC accounting requirements stored with accountant off site (Richardson Swift)
Software	loss of data or cyber attack	All software licensed through online accounts, all accessible remotely on alternative computers (Vectorworks, Adobe Creative Suite, Auto CAD and Studio Max) login details kept in fireproof safe and copies offsite. (DAC)
Insurance	loss of data	Hard copies of all policy documentation stored in fireproof safe. Original copies held with broker offsite (Farmers and Mercantile)
Office Management System ISO 9001	loss of data	Copy of the manual for our ISO 9001 management system and all of our active documents backed up to portable hard drive and stored off site (DAC)

iii) Business Activities - site

AREA OF CONCERN	POSSIBLE RISK	CONTINGENCY PLAN
Shipping and Transportation	loss of shipment or customs hold up	Utilise local network to provide alternate build as necessary within timescale that is 'fit for purpose'
Sub-Contractors	failure to provide services or bankruptcy	Utilise local network to provide alternate build as necessary within timescale that is 'fit for purpose'
edge personnel	death or serious illness	Full travel insurance in place for all edge personnel. Contractor operations manager would take over the role of edge site manager. If necessary another member of the edge team will go to site

iv) Personnel

AREA OF CONCERN	POSSIBLE RISK	CONTINGENCY PLAN
Shareholders	death or serious illness	Cross Option Agreement and Contingency plan in place with Solicitors (Mogers) to ensure business remains within control of existing shareholders. Life Insurance in place to facilitate buy out options (Legal and General)
Directors	death or serious illness	Key Man insurance in place to cover salary of suitable replacement (Norwich Union)
Experienced personnel	death or serious illness	Data base of suitable freelance personnel held for temporary replacements. Utilise a recruitment agencies services for full time replacement. (Travail)

Schedule 5) Charges

1 Introduction

- 1.1 This schedule sets out the Charges and describes the methodology for calculating and invoicing the Charges.
- 1.2 The Charges comprise of:
- (a) Event Charges;
 - (b) Redundancy Surcharge; and
 - (c) Reimbursable Expenses.
- 1.3 The Contractor acknowledges and agrees that no additional charges will be payable by the Authority.
- 1.4 All amounts set out in this schedule are expressed in UK pounds Sterling and exclusive of VAT unless otherwise specified.

2 Management Fee

- 2.1 No management fee is payable, the charges relating to the delivery of Events are detailed in the Event Charge terms in this Schedule.

3 Event Charge

- 3.1 The pricing mechanism for calculating the value of the Event Charge shall:
- (a) be determined during the Event agreement process;
 - (b) either be:
 - (i) Incurred Costs with a cap;
 - (ii) Incurred Costs valuation mechanism without a cap; or
 - (iii) any other mechanism appropriate for the nature of the instruction including a fixed fee; and
 - (c) ensure that the Client receives demonstrable value for money;
 - (d) be determined based on the nature, time scales and complexity of each Event; and
 - (e) confirmed by the Authority.
- 3.2 The Contractor shall provide the Authority with any Supporting Documentation to support any estimated Throughput Costs when agreeing Events.

- 3.3 The Contractor shall not apply a mark-up to, or otherwise profit from, Throughput Costs. Throughput Costs shall consist only of the actual costs incurred by the Contractor to third parties.
- 3.4 The Contractor shall use its reasonable endeavours to ensure value for money when incurring any Throughput Costs.
- 3.5 Without prejudice to paragraph 3.6 below, the Contractor shall promptly notify the Authority when the aggregate or any Throughput Costs actually incurred in connection with an Event and any Throughput Costs anticipated to be incurred in respect of such Event reaches or exceeds the agreed budget for that Event.
- 3.6 Without prejudice to an Event Charge valued in accordance with paragraph 3.1(b)(i), the Contractor shall not incur any Incurred Costs in connection with a Event which (when taken together with all other Incurred Costs associated with such Event) exceed the total agreed budget in connection with that Event without the Authority's prior written consent. Where an Event Charge is valued in accordance with paragraph 3.1(b)(i), the Authority is under no obligation to pay any amounts above the agreed cap.
- 3.7 The Contractor shall invoice the Authority for all Event Charges associated with a particular Event within thirty (30) days of the event taking place.
- 3.8 If the Contractor incurs significant upfront Throughput Costs in respect of a Event (including, but not limited to, a large deposit to secure a particular venue) then the Contractor may, subject to having previously obtained the Authority's express prior approval to incur such Throughput Costs, invoice the Authority at the time of incurring such Throughput Costs, provided that such invoice is accompanied by Supporting Documentation.
- 3.9 All Throughput Costs shall be itemised and detail the rate of exchange and the source of that exchange rate and timing of its application to the invoice incurred.

4 Reimbursable Expenses

- 4.1 The Contractor shall be entitled to be reimbursed by the Authority for incurring expenses that are:
- (a) incurred by the Contractor exclusively in the provision of the Services;
 - (b) incurred in accordance with the Authority's travel and subsistence policies applicable at the time of incurring the expenses; and
 - (c) not Throughput Costs. (together "**Reimbursable Expenses**").
- 4.2 The Authority's travel and subsistence policies applicable as at the Contract Date are set out in Annex 2 of this schedule.

5 Adjustment of Day Rates

- 5.1 The Day Rates shall only be varied:
- (a) in the event that any benchmarking process conducted by the Authority pursuant to clause 30 (Benchmarking) concludes that the Day Rates exceed the median average price of services similar to the Services provided to public sector bodies in the UK and the parties agree (through good faith negotiations) to an appropriate reduction in the Day Rates.

- (b) where the Contract is extended in accordance with clause 2.2, the Authority may decide to adjust Day Rates by way of indexation, in accordance with the provisions in paragraph 7 of this schedule. The Authority shall confirm whether the Management Charge and/or Day Rates shall be adjusted within any Extension Notice.
- (c) pursuant to and in accordance with clauses 8.8 and 8.9.

6 Redundancy Surcharge

6.1 A Redundancy Surcharge shall be payable to the Contractor in the event that:

- (a) within six (6) Months from the date of a Relevant Transfer, a Transferring Former Contractor Employee is compulsorily dismissed by the Contractor by reason of redundancy (as such term is defined in section 139 of the Employment Rights Act 1996) as a result of an economic technical organisational reason entailing changes to the workforce; and
- (b) the Contractor has followed a fair dismissal procedure and complied with all contractual and legislative requirements (the “**Eligible Redundant Employee**”).

6.2 Eligible Redundant Employee was an individual specified as in scope for redundancy by the Contractor in its ITT.

6.3 The Redundancy Surcharge does not include any increases made by the Contractor to any Eligible Redundant Employee’s contractual entitlement to redundancy or notice periods, and shall not apply to Eligible Redundant Employees whose employment terminates by reason of redundancy more than six (6) Months after the date of the Relevant Transfer to which their employment relates.

6.4 Where a Relevant Transfer takes place, or will take place, the Contractor shall not make any Transferring Former Contractor Employee(s) redundant without consulting the Authority.

6.5 The Contractor shall mitigate the effects of any Redundancy Surcharge by:

- (a) redeploying such people where it is practicable for the Contractor to do so; or
- (b) where redeployment is not practicable, taking such reasonable mitigation steps to minimise the costs of redundancy where practicable; and
- (c) complying with the law and any reasonable instructions from the Authority.

6.6 Where redundancy is unavoidable, the Contractor shall provide the Authority with its estimate of the Redundancy Surcharge together with a breakdown and supporting evidence as may be reasonably necessary for the Authority to corroborate and assess the calculation of the Redundancy Surcharge.

6.7 On receipt of the Contractor’s calculation of the Redundancy Surcharge the Authority shall either:

- (a) notify the Contractor in writing of acceptance of the Redundancy Surcharge relating to the Relevant Transfer; and/or
- (b) request further information/evidence; and/ or
- (c) request a meeting to discuss/clarify the evidence provided.

6.8 Where the Redundancy Surcharge is agreed following the receipt of further information/evidence or

following a meeting, the Authority shall notify the Contractor in writing.

- 6.9 In the event that the Contractor and the Authority are unable to agree the Redundancy Surcharge, they shall follow the agreed dispute resolution procedure.
- 6.10 When claiming payment for any sums under this paragraph, the Contractor shall forward to the Authority such evidence as the Authority reasonably requests to evidence to the Authority's reasonable satisfaction that the payments claimed by the Contractor fall within the category of Redundancy Costs and shall include (but not limited to) providing evidence:
- (a) of the identity of the Redundant Employee;
 - (b) that the Redundant Employee were dismissed by reason of the redundancy as defined above;
 - (c) of the contractual entitlements of any Redundant Employee;
 - (d) to demonstrate that any notice payments claimed are payable;
 - (e) such information relating to pay as may be necessary for the Authority to verify the redundancy costs.

7 Indexation

- 7.1 The relevant adjustment shall
- (a) be applied on the effective date of the increase in the Management Charge and/or Day Rates by way of Indexation as confirmed in an Extension Notice ("**Indexation Adjustment Date**");
 - (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of May immediately preceding the relevant Indexation Adjustment Date;
 - (c) where the published CPI Index figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Authority and the Contractor shall agree otherwise;
 - (d) if the CPI Index is no longer published, the Authority and the Contractor shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this schedule.

8 Invoicing

- 8.1 The Contractor shall submit an invoice to the Authority:
- (a) in UK pounds sterling;
 - (b) by electronic means (i.e. a pdf version of the Contractor's invoice);
 - (c) by the fifteenth day of each Month; and

(d) setting out the Charges due pursuant to this schedule.

8.2 Prior to submitting the invoice as required by paragraph 8(1) and by no later than the fifth day of each Month, the Contractor shall provide:

(a) Supporting Documents to enable the Authority to verify that the Charges which will be set out in the invoice which is to be issued on the fifteenth day of that Month are accurate and correct; and

(b) provide an excel spreadsheet setting out a fully detailed breakdown of each Contractor's costs, in a format to be agreed between the parties prior to the first invoice under this Agreement being submitted.

8.3 If, at any time, the Authority (acting reasonably) considers that it requires additional evidence in order to verify that the Charges contained in any invoice are accurate and correct, then it may request such additional evidence from the Contractor who shall, within three (3) Business Days provide the additional evidence requested.

8.4 The Contractor shall not be entitled to submit an invoice in respect of any Charges where the information set out in paragraph 8.2 has not been provided in respect of those Charges prior to the relevant invoice being submitted.

Annex 1 Day Rates



Pricing
Schedule_Edge Exhibit

Annex 2: Travel, Expenses and Subsistence Policies

Part 1: UKTI Travel, Subsistence, Business Hospitality and Representational guidance (August 2015)

Contractor to note that the Authority are in the process of developing DIT Travel, Expenses and Subsistence Policies, once these have been agreed, these policies will supersede the UKTI policies outlined below.

1. Introduction

Context

UKTI is a hybrid Department consisting of staff from FCO and BIS both in the UK and overseas. The business needs of UKTI are reflected in the unique environment which has staff with different Terms and Conditions working together to achieve common objectives of UKTI.

With this in mind, this document gives a consistent, transparent and standardised guidance for travel, subsistence, business hospitality and representational work.

Scope of this guidance

This guidance applies to all UKTI staff¹ in the UK or overseas, and/or where UKTI funds the activity. Contractors and other specialists employed or funded by UKTI are expected to adhere to these guidelines.

¹ UKTI staff are those with 50% or more of their job on UKTI work (applies particularly overseas)

This guidance does not remove an individual's contractual entitlements. These are available on BIS, FCO or overseas Posts' intranets:

BIS employees: <https://intranet.bis.gov.uk/task/guidance-for-travel-and-hospitality-guidance-for-travel-and-hospitality/>

FCO employees (in UK):

<http://www.fco.gsi.gov.uk/Human+Resources+2013/Allowances+and+Expenses/Travel+Expenses/>

FCO employees (UK-based overseas): [link]

FCO Locally Engaged staff: Post's Corporate Services

Underlying Principles

UKTI expects its staff and those within the scope of this guidance to make appropriate and justifiable spending decisions; weighing the balance between value for money, public perception and business benefits.

No one should either benefit or be out of pocket as a result of undertaking UKTI activities. Claims should be made on the basis of actual receipted costs. Any costs should be in addition to those that would have been incurred at the normal place of work.

Approving expenditure

Approvers must show leadership and judgement, in both considering the necessity of the activity and when challenging and approving claims.

Approvers must also check all receipts in support of claims. For electronic claims, a scan of the receipt is acceptable. Claims made without receipts ordinarily should be rejected unless a compelling case can be made by the claimant.

2. Travel

Principles

Travel may be undertaken when alternatives (virtual meetings, etc.) have been considered. Once travel has

been agreed (see below), it must be:

Be pre-approved (see below);

By the cheapest appropriate route (see class of travel); Planned ahead to take advantage of cheaper fares;

Take advantage of any savings, i.e. travelling in groups with group discounts or combining taxi, coach, etc. journeys;

By booked using the appropriate government travel agents (see below); Adhere to markers for hotels overseas or maximum rates for hotels in UK.

Booking travel

In line with the Cabinet Office requirements, travel and hotel bookings should be made with HRG travel agents.

For UKTI staff in the UK, use BIS HRG booking portal;

For UKTI staff overseas, use Post's approved travel agent, which will be HRG wherever the latter has offices in-country.

Any travel or hotel bookings not made using HRG require an explanation, which may include a significant saving, but not for reasons of convenience.

Pre-approval

All travel, hotel and other expenses require pre-approval:

In UK, UKTI staff require pre-approval from their Managing Director (MD).

Overseas, UKTI staff require pre-approval from their Director/Head of Trade & Investment (HoTI). In large Posts, the HoTI may delegation this function to the Deputy Director.

Pre-approval may take the form of an email either from the MD/HoTI or the Budget Holder (cc'd MD/HoTI).

Air travel

Class of travel

The class of travel for all UKTI staff, regardless of grade, is:

Flights over 14 hours flying time	Business
Night flights over 7 hours flying time	Business
Flights over 5 hours flying time	Premium Economy
Flights under 5 hours flying time (see also Rail travel below for flights of 1 hour flying time or less)	Economy

Use budget airlines whenever possible for flights up to 3 hours.

Time away from normal location

Limits

Up to 5 hours

No claims

If Premium Economy is unavailable on a routing, the MD/HoTI approval may be sought for Business Class, but will only be given if no alternative routing (not just the preferred routing) has a Premium Economy available.

Flying time

Flying time is:

The time of the journey, or each segment of the journey, as published by the airline for that routing;

Only the time in the air – it does not include transfer time;

UKTI staff may not use routes to extend the flying time of their journey in order to use a higher class of travel.

Night flights

Night flights are those leaving the destination after 20:00 hours (local), i.e. after take-off after 8pm from the destination

Each leg of a return journey must separately meet the above criteria, i.e. an outward night flight over 7

hours flying time does not automatically qualify the individual for a Business Class return journey: if the return journey is not night time, then Premium Economy would apply.

Other rules and considerations

All flights must be on the cheapest reasonable airline. Tickets must be booked for set dates; open dated tickets (which are more expensive) are not to be booked.

UKTI cannot take advantage of any deals which would allow them to travel above the permitted class of travel for the journey, i.e. taking a Business Class flight when Premium Economy is permitted, even if that is cheaper through use of a different airline/routing.

Excess baggage charges will not normally be refunded, unless the flight has been made by a Budget airline with no or low baggage allowances (and such allowances are not normally a reason to use "premium" airlines).

UKTI will only pay other charges, i.e. re-booking or cancellation fees, for operational reasons, i.e. when travel plans have changed for business reasons after the MD/HoTI has approved the travel. Compassionate grounds will be considered.

Air miles

Air miles may be accumulated and used to gain access to airline benefits, i.e. entry to airline lounges, priority boarding, etc. However, air miles cannot be used for any other purpose, whether official or personal.

Exceptions to the class of travel

Exceptions may be considered and approved by the MD/HoTI when: There are disability or health reasons;

Travel is across multiple time zones and there is no opportunity for rest and recuperation (R&R) before work begins. It must be shown that there was no possibility of travelling earlier to allow time for R&R: a reasonable length of time for R&R would be overnight following a 5 hour (in Premium Economy – above) flight. No R&R would normally be expected after a Business Class flight.

Rail travel

Rail travel should be used for:

All journeys within the UK (unless the equivalent air journey is over 1 hour flying time and the cost is equivalent)

All journeys overseas where the rail network is developed and offers advantages of cost, convenience and speed over air travel. This would include many journeys within Europe, Japan, etc. Journeys between London and Paris/Brussels, i.e. Eurostar.

Class of travel

All rail travel, including Eurostar, should be by "Standard" class or its equivalent. No first or premium rail travel is permitted. No exceptions will be considered.

Use of overnight sleepers is permitted if it provides good value for money, i.e. allowing the UKTI officer to start work on arrival and/or a saving on a night's hotel accommodation.

Taxis

Taxis may be used in the following circumstances:

Where there are no reasonable public transport alternatives: London and most developed cities offer reasonable public transport, i.e. train, metro/tube, buses;

Where it is more cost effective, i.e. one taxi for three UKTI officers being cheaper than three separate train fares;

For personal safety reasons;

More luggage than is reasonable to manage on public transport, i.e. more than carry-on and one checked-in piece of luggage.

Taxis may not be used in the following circumstances:

When public transport incurs only a modest additional travel time or there is no deadline to arrive at the destination;

When public transport incurs an unreasonable degree of difficulty when changing modes, i.e. the train station located an unreasonable distance from the connecting metro/tube station;

Being late through leaving insufficient time to reach the destination.

3. Hotels and Subsistence

Hotels

How to book

Hotels in the UK should be booked:

By staff based in the UK through HRG

By staff based overseas through Post's approved travel agent (which will usually be HRG in line with Cabinet Office directive)

There is no "marker" system in the UK to identify hotels. However, the maximum cost for "bed & breakfast" are £125 per night (Greater London) and £85 per night (outside Greater London).

Hotels overseas should be booked:

By staff based in the UK through HRG

By staff based overseas through Post's approved travel agent (which will usually be HRG in line with Cabinet Office directive)

All overseas Posts have "marker" hotels. Only marker hotels may be used overseas at rates equal or less than the Post's published corporate rate. Marker hotels are available on the FCO's Extranet or from Post's UKTI team.

Exceptions

Very few exceptions to the maximum permitted nightly cost (in the UK) or to using marker hotels (overseas) will be considered. However, reasons may be where the arrangements are part of group and booked by a third party, i.e. a mission led by a multiplier (but not a UKTI team).

Subsistence

Staff may reclaim actual expenses incurred for meals when away from their normal location. All expenses must be supported by receipts.

Flights over 14 hours flying time

Night flights over 7 hours flying time

Flights over 5 hours flying time

Flights under 5 hours flying time (see also Rail travel below for flights of 1 hour flying time or less)

Business

Business

Premium Economy

Economy

Use budget airlines whenever possible for flights up to 3 hours.

Time away from normal location

Up to 5 hours

Limits

No claims

In the UK, the guideline limits are:

Breakfast (including coffee/tea/juice) Up to £5 Light

meal (including non-alcoholic drinks) Up to £5 Main

meal (including non-alcoholic drinks) Up to £15

Overseas, the guideline limits vary from Post to Post and are available from BIS and FCO intranet or direct from the UKTI team at Post.

Alcohol

Alcohol may not be claimed.

Tips

Tips, consistent with local practice, may be claimed.

4. Representational Requirement**What is it?**

Representational Requirement allows UKTI to reclaim the cost of actual, receipted expenditure incurred while representing UKTI.

There is no definitive list of what may, or may not, be re-claimed. For example, if White Tie was required for an event necessary to represent UKTI, then the hire costs may be reclaimed. Or, if an officer's attendance at an evening event required a babysitter, this may be reclaimable.

Part 2: Worldwide subsistence rates (effective as of 1 October 2014).

expenses-worldwide
subsistencerates.pdf

Schedule 6) Governance and Contract Management

1 Introduction

- 1.1 The Contractor understands that the successful delivery of this Agreement will rely on the ability of the Contractor and the Authority in developing a strategic relationship immediately following the Contract Date and maintaining this relationship throughout the Term.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Reports, and the sharing of information between the Contractor and the Authority.
- 1.3 This schedule outlines the general structures and management activities that the parties shall follow during the Term.
- 1.4 The Authority may (at its absolute discretion) amend this schedule by written notice to the Contractor from time to time.

2 Governance

- 2.1 The Contractor Account Manager will take overall responsibility for delivering the Services required within this Agreement, and the Contractor will appoint a suitably qualified deputy to act in their absence.
- 2.2 The Contractor shall put in place a structure to manage the Agreement.
- 2.3 A full governance structure for the Agreement will be agreed between the parties during implementation and by no later than the date which is three (3) Months from the Contract Date.
- 2.4 Following discussions between the parties following the Contract Date, the Authority shall produce and issue to the Contractor a draft Contractor Action Plan. The Contractor shall not unreasonably withhold its agreement to the draft Contractor Action Plan. The Contractor Action Plan shall, unless the Authority otherwise agrees in writing, be agreed between the parties and come into effect within two (2) weeks from receipt by the Contractor of the draft Contractor Action Plan.
- 2.5 The Contractor Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Contractor Action Plan shall be notified by the Authority to the Contractor. The Contractor shall not unreasonably withhold its agreement to any changes to the Contractor Action Plan. Any such changes shall, unless the Authority otherwise agreed in writing, be agreed between the parties and come into effect within two weeks from receipt by the Contractor of the Authority's notification.

3 Review Meetings

- 3.1 Regular review meetings will take place throughout the Term and, unless stated otherwise by the Authority, at the Authority's premises ("Review Meetings").
- 3.2 The exact timings and frequencies of such Monthly Review Meetings will be determined by the Authority, although it is anticipated that the frequency of them will be once every Month or less.

The parties shall be flexible about the timings of these meetings.

- 3.3 The purpose of the Review Meetings will be to review the Contractor's performance under this Agreement and any Reports. The agenda for each Review Meeting shall be set by the Authority and communicated to the Contractor in advance of that meeting.
- 3.4 The Review Meetings shall be attended, as a minimum, by the Authority Authorised Representative and the Contractor Account Manager, at every third Review Meeting a DIT Commercial Manager will attend.
- 3.5 The Contractor's achievement of Service Levels against KPIs shall be reviewed during the Review Meetings, and the review and ongoing monitoring of KPIs will form a key part of the performance management process as outlined in schedule 3.
- 3.6 The Contractor shall provide any information and Reports as reasonably requested by the Authority in advance of each Monthly Review Meeting. In particular, the Contractor shall complete and return to the Authority the Monthly Management Information Report at least four (4) clear Business Days before each Monthly Review Meeting.

4 Efficiency Tracking

- 4.1 The Contractor shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for this Agreement. This shall include but is not limited to:
 - (a) tracking reductions in volumes and costs, in order to demonstrate that the Authority is consuming less and buying more smartly; and
 - (b) developing additional KPIs to ensure that the Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4 is not exhaustive and may be developed during the Term.
- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Contractor. Such metrics shall be incorporated into the Performance Management Framework set out in schedule 3 (PMF).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through management activities as outlined in this schedule.

5 Governance Board Meetings

- 5.1 Regular strategic review meetings will take place at the Authority's premises throughout the Term unless otherwise agreed between the parties ("Governance Board Meetings").
- 5.2 The exact timings and frequencies of such Governance Board Meetings will be determined by the Authority. The parties shall be flexible about the timings of these meetings.
- 5.3 The Contractor shall procure that the Key Staff attend all Governance Board Meetings.
- 5.4 The Authority attendees at Governance Board Meetings shall be confirmed before the first

meeting and communicated to the Contractor in advance of the meeting.

- 5.5 The purpose of the Governance Board Meetings will be to review the Contractor's performance under this Agreement, discuss the strategic direction of the Services and, where applicable, the Contractor's adherence to the Contractor Action Plan. The agenda for each Governance Board Meeting shall be set by the Authority and communicated to the Contractor in advance of that meeting.
- 5.6 The Contractor's achievement against the KMF shall be reviewed during the Governance Board Meetings.
- 5.7 The purpose of the Governance Board Meetings as set out in this paragraph 5 is not exhaustive and may be developed during the Term.

Schedule 7) Relevant Standards, Policies and Procedures

1 Introduction

- 1.1 The Authority may (at its absolute discretion) amend this schedule by written notice to the Contractor from time to time.

Part 1

Register of Interests Full Disclosure and Gifts and Hospitality

2 Register of Interests Full Disclosure

- 2.1 For the purposes of this Part 1, reference to the Contractor include the Contractor, its Contractors, Staff and a reference to "the contract" is a reference to this Agreement and any Assignment.
- 2.2 The Contractor is required to declare to the Authority any interests and/or links, including other contracts or positions held whether they be paid or unpaid or relationships with external organisations so the Authority may assess whether any conflicts of interest, whether potential, actual or perceived, and as reasonably judged by the Authority, may present reputational, operational or legal risk to the Contractor and/or to the Authority.
- 2.3 The Contractor must inform the Authority of any changes to their interests immediately. The Contractor must also carefully consider whether there is any conflict of interest, whether potential, actual or perceived, and inform the Authority if they think there may be a conflict with any or all the services they are contracted to deliver.
- 2.4 The Contractor will not obtain or seek to obtain from delivering the contracted services to the Authority any business benefit or financial gain beyond the payment terms of the contract. The Contractor shall use all reasonable endeavours to ensure that no actual or potential conflicts exist between the Contractor and the Authority's stakeholders. If such a conflict of interest does arise, or may arise, the Contractor will declare it to the Authority immediately and accept that the Authority may ask the Contractor to immediately cease all involvement.
- 2.5 The Contractor must provide true, accurate, current and complete information about their self, in both a personal and private capacity that may have a bearing on any risk to the reputation of the Authority as reasonably judged by the Authority, and promptly update the information provided to the Authority to keep it true, accurate, current and complete.
- 2.6 The Contractor will adhere to supplementary guidance regarding full disclosure, interests and avoiding conflicts of interest as issued by the Authority from time to time; this guidance may be revised at any time and will constitute an extension of the Contractor's obligations under the contract.

3 Gifts and Hospitality

- 3.1 The Contractor must declare all offers, and any acceptances, of gifts or hospitality in accordance with the Authority's guidance.
- 3.2 The Contractor must not accept offers of gifts or hospitality without considering whether it

would be both legal and proper to do so.

- 3.3 The guiding principles governing the acceptance of gifts and hospitality are:
- (a) the Contractor shall not create suspicion of a conflict between your official duty and your private interest;
 - (b) that the gift or hospitality should not influence the Contractor, nor should it give the impression that the Contractor may have been influenced by a gift or hospitality; and
 - (c) if in doubt about whether the Contractor should accept a gift or hospitality, the Contractor must refuse it.

Part 2

Full Disclosure and Avoiding Conflicts of Interests

1 Summary

- 1.1 For the purposes of this Part 2, reference to the Contractor include the Contractor, its Contractors, Staff and a reference to "the contract" is a reference to this Agreement and any Assignment.
- 1.2 To avoid impropriety or accusations of impropriety, it is extremely important the Contractor considers its circumstances carefully and registers external interests to help avoid conflicts of interest or the perception of conflicts of interest with projects it is deployed to support.

2 Context and Definition

- 2.1 Contracts entered into with a public body require the highest standards of propriety, involving impartiality, integrity and objectivity. This means that any commercial, private, voluntary, charitable or political interest which is, or is likely to be material and relevant to the work concerned should be declared on a register of interests.
- 2.2 A widely accepted definition of a conflict of interest is 'a set of circumstances that creates a risk that professional judgment or actions regarding a primary interest will be unduly influenced by a secondary interest.' Conflict of Interest, Lo and Field (2009).
- 2.3 This definition allows for real or perceived conflicts of interest. Both are a problem, as the perceived inference of a conflict may be as damaging as the existence of a real conflict.
- 2.4 There are five main issues, which could lead to real or perceived conflicts of interest:
 - (a) relevant pecuniary or other interests outside the organisation;
 - (b) relationships with other parties/organisations which could lead to perceived or real split loyalties;
 - (c) pending Government policy could give unfair personal advantage to people with allied business interests – for example, access to privileged information, trade secrets;

(d) perception of rewards for past contributions or favours; and

(e) membership of some societies or organisations.

2.5 Full disclosure means anything that may not be regarded as an interest but that may have a bearing on a Contractor or the Authority's reputation. Where the Authority is fully aware of any matters that fall into this category, it will be better placed to respond to any allegations it receives and ensure it can protect both the Contractor's and its own reputation.

3 Policy

3.1 The Contractor may hold other interests.

3.2 The Contractor must declare all current and historical interests covering the last five (5) years, including start and finish dates.

3.3 The Contractor will not work on assignments where there is a conflict of interest (See paragraph 5 for exceptions regarding perceived conflicts).

3.4 The Authority Authorised Representative is the arbiter of whether a conflict exists or not; contractors must not make judgements in isolation about whether a conflict may exist or fail to fully disclose their interests.

4 Process

4.1 Upon deployment on specific assignments or in generating pipeline projects themselves, the Contractor should carefully consider whether their interests may present any conflict of interest; this includes the risk of perception of conflict.

4.2 Where the Contractor thinks there is or may be a conflict of interest, they should inform the Authority Authorised Representative in writing immediately who will then inform and consult with the Authority Sector lead. The project will then be re-allocated or by exception, the Authority may opt to manage the conflict depending on the specific background and circumstances (see paragraph 5).

4.3 The Contractor must confirm in writing to the Authority that there is no conflict of interest for every project / assignment they begin to work on or develop through their own efforts, including nil returns.

4.4 Changes to the Contractor's interests should also be reported to the Authority in real-time. The Contractor will also periodically receive a copy of their register of interests which they should check for accuracy.

4.5 In circumstances where the Contractor is unsure if there is a conflict, the Authority will take a view and inform the Contractor of the decision.

4.6 Full disclosure: the Contractor must fully disclose any matters that may have a bearing on their reputation and/or that of the Authority.

4.7 Failure to disclose any interest that may have a bearing on the reputation of the Contractor and/or of the Authority shall entitle the Authority to consider terminating the contract with

immediate effect.

5 Managing Perceived Conflicts

- 5.1 There is always a test of reasonableness in making assessments about whether an actual conflict of interest exists or whether there is a perception of conflict.
- 5.2 There may be occasions when the Authority will opt to manage perceived conflicts rather than avoid them by recording and communicating the rationale for any decision transparently; the register of interest will be the vehicle for doing so.
- 5.3 The Authority will advise the Contractor if this should be the case. This approach allows for a more proportionate approach dependent on the level of risk presented based on individual circumstances.

6 Questions and Answers

Surely a perceived conflict is not a problem, as long as I act impartially at all times?

- 6.1 The integrity of the individual is not in question here. However, it is necessary for the standing of the individual that others have confidence in their independence and impartiality. It is not enough for the Contractor to act impartially; they must also give the appearance of acting impartially. Even a perceived conflict of interest can be extremely damaging and it is therefore essential that these are declared and explored in the same way as an actual conflict would be. The fact that the Contractor acted impartially may be no defence against accusations of potential bias.

What should I do if I think I have a conflict of interest?

- 6.2 If you think there is a conflict of interest, whether actual or perceived, you should inform the Contractor Authorised Representative in writing immediately who will notify the Authority.

If I declare a conflict, does this mean I will be taken off the project?

- 6.3 Usually yes. Although depending on the circumstances and nature of the issue, the Authority may opt to manage the conflict – see paragraph 5.

What happens if I do not declare an interest or a conflict, which is then discovered by the Authority?

- 6.4 Each case would be considered on its merits, but the Authority may take the view that an interest or a conflict of interest was not declared intentionally. Where the Contractor may be deemed to have breached their contract, it will be terminated.

What happens if a conflict of interest arises after I start working on an assignment?

- 6.5 This could arise for two main reasons. The first is that the Contractor's interests may change. The second is where the Contractor is unfamiliar with others involved in the assignment/ pipeline project but after taking the assignment on, it becomes clear that a conflict exists where none had been identified before.
- 6.6 In both cases, the issue should be reported to the Authority who will usually reallocate the project.

What happens if I do not realise a conflict exists?

- 6.7 As soon as you realise there may be a conflict, you should report this to the Authority Authorised Representative who will follow the procedure set out above.

Schedule 8) Approved Subcontractors

To be agreed by the first Quarterly Review Meeting

Schedule 9) Key Staff

To be completed within thirty (30) days of the commencement of the Contract by the Contractor.

Name	Position	Role(s)

Schedule 10) Records and Audit

1 Record Keeping

1.1 The Contractor shall keep and maintain, until the later of:

- (a) seven (7) years after the Termination Date or expiry of this Agreement; or
- (b) such other date as may be agreed between the parties,

full and accurate Records, including the amounts paid by the Authority under this Agreement and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.

1.2 The Contractor shall keep the records and accounts referred to in paragraph 1(1) in accordance with Best Industry Practice and Relevant Law.

2 Audit

2.1 The Contractor shall provide the Authority with a completed and signed annual Self Audit Certificate in respect of each Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Contractor's management team or by the Contractor's external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.

2.2 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:

- (a) Requests are clearly identified as such in the order processing and invoicing systems and, where required, Requests are correctly reported in the Reports;
- (b) all related invoices are completely and accurately included in the Reports;
- (c) all Charges comply with any requirements under this Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and
- (d) an additional sample of twenty (20) public sector orders identified from the Contractor's order processing and invoicing systems as orders not placed under this Agreement have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by the Authority.

2.3 Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

2.4 The Contractor shall afford any Authority Audit Representative access to the records and accounts referred to in paragraph 1(1) at the Contractor's and/or Contractor's premises and/or provide such records and accounts or copies of the same, as required by any of the Authority Audit Representatives from time to time, in order that the Authority Audit Representative may

carry out an inspection to assess compliance by the Contractor and/or its Contractors of any of the Contractor's obligations under this Agreement, including in order to:

- (a) verify the accuracy of the Charges and any other amounts payable the Authority under this Agreement;
- (b) verify the costs of the Contractor (including the costs of all Contractors and any third party Contractors) in connection with the provision of the Services;
- (c) verify the Open Book Data;
- (d) verify the Contractor's and each Contractor's compliance with Relevant Law;
- (e) identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Contractor of the purpose or objective of its investigations;
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Contractor and/or any Contractors or their ability to perform the Services;
- (g) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Contractor in connection with this Agreement;
- (i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (k) verify the accuracy and completeness of any Reports delivered or required by this Agreement;
- (l) review any MI and/or other records relating to the Contractor's performance of the Services and to verify that these reflect the Contractor's own internal reports and records;
- (m) review the integrity, confidentiality and security of the Authority's Personal Data; and/or
- (n) receive from the Contractor on request summaries of all central government public sector expenditure placed with the Contractor including through routes outside this Agreement in order to verify that the Contractor's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.

2.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Services pursuant to this

Agreement, save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Authority Audit Representatives is outside of the control of the Authority.

2.6 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority Audit Representatives with all reasonable co-operation and assistance in relation to each Audit, including by providing:

- (a) all information (including Data and Confidential Information) within the scope of the Audit requested by the Authority Audit Representative;
- (b) reasonable access to any sites controlled by the Contractor and to equipment used in the provision of the Services; and
- (c) access to the Staff.

2.7 If an Audit reveals that the Contractor has overcharged the Authority by an amount equal to or greater than one per cent (1%) of the Charges due in respect of any one Year then, without prejudice to the Authority's other rights under this Agreement, the Contractor shall reimburse the Authority its reasonable costs incurred in relation to the Audit.

2.8 If an Audit reveals that:

- (a) that the Contractor has overcharged the Authority by an amount equal to or greater than five per cent (5%) of the Charges due during any Year; and/or
- (b) a material breach of this Agreement has been committed by the Contractor,
- (c) then the Authority shall be entitled to terminate this Agreement in accordance with clause 29.1(b).

2.9 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this schedule, save as specified in paragraph 2.7.

3 Open Book Data

3.1 The Contractor acknowledges the importance to the Authority of the need for the Authority to understand the Charges and the Authority's need for complete transparency in the way in which the Charges are calculated.

3.2 During the Term and for a period of seven years following the end of the Term, the Contractor shall maintain and retain the Open Book Data; and

3.3 Disclose and allow the Authority and/or the Authority Audit Representatives access to the Open Book Data.

Annex 1

Self-Audit Certificate

To be signed by Head of Internal Audit, Finance Director or company's external auditor

Dear Sirs

In accordance with the Agreement entered into on [insert Contract Date dd/mm/yyyy] between [insert name of Contractor] and the Authority, we confirm the following:

1. In our opinion based on the testing undertaken [name of Contractor] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Agreement.
2. We have tested the systems for identifying and reporting on our activity and found them to be operating satisfactorily.
3. We have tested a sample of [] [insert number of sample transactions tested] Requests and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Agreement.
4. We have tested from the order processing and invoicing systems a sample of [] [Insert number of sample transactions tested] public sector orders placed outside the Agreement during our audit for the financial year ended [insert financial year] and confirm they have been identified correctly as orders placed outside the Agreement, an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised and mandated procurement processes executed by the Authority.
5. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

Name:.....

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:.....

Professional Qualification held by Signatory:.....

Schedule 11) Reporting

1 General

- 1.1 The Contractor shall provide reports as agreed with Authority to time, in the format specified by the Authority.
- 1.2 The content of such reports include (but are not limited to) and will be agreed at the first quarterly review meeting:
 - (a) Commissions received;
 - (b) Throughput Costs incurred;
 - (c) Monthly Management Information Report.

Schedule 12) Dispute Resolution

1 Definitions

1.1 In this schedule, the following definitions shall apply:

CEDR means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;

Counter Notice has the meaning given to it in paragraph 5.2;

Dispute Notice means a written notice served by one party on the other stating that the party serving the notice believes there is a Dispute;

Exception means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Agreement or in the supply of the Services;

Expedited Dispute Timetable means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6;

Mediation Notice has the meaning given to it in paragraph 3.2; and

Mediator means the independent third party appointed in accordance with paragraph 4.2.

2 Introduction

2.1 If a Dispute arises then:

- (a) the Authority Authorised Representative and the Contractor Account Manager shall attempt in good faith to resolve the Dispute; and
- (b) if such attempts are not successful within a reasonable time either party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- (a) the material particulars of the Dispute;
- (b) the reasons why the party serving the Dispute Notice believes that the Dispute has arisen; and
- (c) if the party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.

2.3 Unless agreed otherwise in writing, the parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Process.

2.4 Subject to paragraph 3.2, the parties shall seek to resolve Disputes:

- (a) first by commercial negotiation (as prescribed in paragraph 3);
- (b) then by mediation (as prescribed in paragraph 4); and

- (c) lastly by recourse to arbitration (as prescribed in paragraph 5) or litigation (in accordance with clause 49 (Governing Law and Jurisdiction)).

2.5 In exceptional circumstances where the use of the times in this Dispute Resolution Process would be unreasonable, including (by way of example) where one party would be materially disadvantaged by a delay in resolving the Dispute, the parties may agree to use the Expedited Dispute Timetable. If the parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Business Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

2.6 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this schedule:

- (a) in paragraph 3.2(c), ten (10) Business Days;
- (b) in paragraph 4.2, ten (10) Business Days; and
- (c) in paragraph 5.2, ten (10) Business Days.

2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3 Commercial Negotiations

3.1 Following the service of a Dispute Notice, the Authority and the Contractor shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority's Commercial Managing Director and the Contractor's named individual, such discussions being commercial negotiations.

3.2 If:

- (a) either party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
- (b) the parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or
- (c) the parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Business Days of service of the Dispute Notice,
- (d) either party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4.

4 Mediation

- 4.1 If a Mediation Notice is served, the parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Agreement.
- 4.2 If the parties are unable to agree on the joint appointment of a Mediator within thirty (30) Business Days from service of the Mediation Notice then either party may apply to CEDR to nominate the Mediator.
- 4.3 If the parties are unable to reach a settlement in the negotiations at the mediation, and only if the parties so request and the Mediator agrees, the Mediator shall produce for the parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties. The Mediator shall assist the parties in recording the outcome of the mediation.

5 Arbitration

- 5.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 5.4.
- 5.2 Before the Contractor commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Business Days following receipt of such notice to serve a reply (a "Counter Notice") on the Contractor requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 5.4 or be subject to the jurisdiction of the courts in accordance with clause 49 (Governing Law and Jurisdiction). The Contractor shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Business Day period.
- 5.3 If:
 - (a) the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 5.4 shall apply;
 - (b) the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with clause 49 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Contractor shall not commence arbitration proceedings;
 - (c) the Authority does not serve a Counter Notice within the fifteen (15) Business Day period referred to in paragraph 5.2, the Contractor may either commence arbitration proceedings in accordance with paragraph 5.4 or commence court proceedings in the courts in accordance with clause 49 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
- 5.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 5.1 to 5.3, the parties hereby confirm that:
 - (a) all disputes, issues or claims arising out of or in connection with this Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International

Arbitration (“**LCIA**”) (subject to paragraphs (e), (f) and (g));

- (b) the arbitration shall be administered by the LCIA;
- (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules;
- (d) if the parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the chair of the arbitral tribunal shall be British;
- (f) the arbitration proceedings shall take place in London and in the English language;
and
- (g) the seat of the arbitration shall be London.

6 Urgent Relief

- 6.1 Either party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- (a) for interim or interlocutory remedies in relation to this Agreement or infringement by the other party of that party’s Intellectual Property Rights; and/or
 - (b) where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that party to commence proceedings before the expiry of the limitation period.

Schedule 13) Personnel Transfer

1 DEFINITIONS

1.1 In this schedule, the following definitions shall apply:

“Acquired Rights Directive” means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time

“Beckmann Claim” means a claim brought by a Transferring Employee or an Transferring Contractor Employee alleging that he or she has a right which transferred under the Employment Regulations (or, where the context so requires, the Transfer of Undertakings (Protection of Employment Regulations 1981) to benefits under an occupational pension scheme (other than benefits for old age, invalidity or survivors within the meaning of regulation 10(2) of the Employment Regulations.

“Employee Liabilities” all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“Notified Subcontractor” a Contractor identified in the Annex to this schedule to whom Transferring Former Contractor Employees will transfer on Relevant Transfer Date;

“Relevant Transfer Date”

in relation to a Relevant Transfer,

the date upon which the Relevant Transfer takes place;

“Replacement Subcontractor”

a subcontractor of the Replacement Contractor to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);

“Replacement Contractor”

a Contractor replacing the Former Contractor to whom Transferring Employees will transfer on a Service Transfer Date

“Service Transfer”

any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Contractor to a Replacement Contractor or a Replacement Subcontractor;

“Service Transfer Date”the date of a Service Transfer;

“Staffing Information” in relation to all persons identified on the Contractor's Provisional Contractor Personnel List or Contractor's Final Contractor Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement 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 (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

“Contractor's Final Contractor Personnel List”

a list provided by the Contractor of all Staff who will transfer under the Employment Regulations on the Relevant Transfer Date;

“Contractor's Provisional Contractor Personnel List”

a list prepared and updated by the Contractor of all Staff 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 Contractor;

“Transferring Employees”

those employees to whom the Employment Regulations will apply on the Relevant Transfer Date;

2 RELEVANT TRANSFERS

2.1 The Authority and the Contractor agree that:

- (a) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Contractor Employees; and
- (b) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Contractor and the Transferring Former Contractor Employees (except in relation to any terms disapplied through the operation of regulation 10.2 of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Contractor and/or Notified Subcontractor and each such Transferring Former Contractor Employee.

2.2 The Authority shall procure that each Former Contractor shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Contractor Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Contractor shall make, and the Authority shall procure that each Former Contractor makes, any necessary apportionments in respect of any periodic payments.

3 FORMER CONTRACTOR INDEMNITIES

3.1 Subject to paragraph 3.2, the Authority shall procure that each Former Contractor shall indemnify the Contractor and any Notified Subcontractor against any Employee Liabilities in respect of any Transferring Former Contractor Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission by the Former Contractor arising before the Relevant Transfer Date;
- (b) the breach or non-observance by the Former Contractor arising before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Contractor Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Former Contractor Employees which the Former Contractor is contractually bound to honour;
- (c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Contractor Employee, to the

extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Former Contractor Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Contractor to the Contractor and/or any Notified Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

(d) a failure of the Former Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Contractor Employees in respect of the period to (but excluding) the Relevant Transfer Date;

(e) any claim made by or in respect of any person employed or formerly employed by the Former Contractor other than a Transferring Former Contractor Employee for whom it is alleged the Contractor and/or any Notified Subcontractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

(f) any claim made by or in respect of a Transferring Former Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Contractor Employee relating to any act or omission of the Former 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 Contractor or any Contractor to comply with regulation 13(4) of the Employment Regulations.

3.2 The indemnities in paragraph 3(1) shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor or any Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

(a) arising out of the resignation of any Transferring Former Contractor Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Contractor or any Contractor to occur in the period from (and including) the Relevant Transfer Date; or

(b) arising from the failure by the Contractor and/or any Contractor to comply with its obligations under the Employment Regulations.

3.3 If any person who is not identified by the Authority as a Transferring Former Contractor Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Contractor Employee, that his/her contract of employment has been transferred from a Former Contractor to the Contractor and/or any Notified Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- (a) the Contractor shall, or shall procure that the Notified Subcontractor shall, within 5 Business Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Contractor; and
 - (b) the Former Contractor may offer (or may procure that a third party may offer) employment to such person within 15 Business Days of the notification by the Contractor and/or the Notified Subcontractor or take such other reasonable steps as the Former Contractor considers appropriate to deal with the matter provided always that such steps are in compliance with Relevant Law.
- 3.4 If an offer referred to in paragraph 3.3(b) is accepted, or if the situation has otherwise been resolved by the Former Contractor and/or the Authority, the Contractor shall, or shall procure that the Notified Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 3.5 If by the end of the 15 Business Day period specified in paragraph 3.3(b):
 - (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,the Contractor and/or any Notified Subcontractor may within 5 Business Days give notice to terminate the employment or alleged employment of such person.
- 3.6 Subject to the Contractor and/or any Notified Subcontractor acting in accordance with the provisions of paragraphs 3.3 to 3.5 and in accordance with all applicable proper employment procedures set out in Relevant Law, the Authority shall procure that the Former Contractor indemnifies the Contractor and/or any Notified Subcontractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 3.5 provided that the Contractor takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 3.7 The indemnity in paragraph 3.6:
 - (a) shall not apply to:
 - (i) any claim for:
 - (A) 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
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - (C) in any case in relation to any alleged act or omission of the Contractor and/or any Contractor; or

- (D) any claim that the termination of employment was unfair because the Contractor and/or Notified Subcontractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in paragraph 3.3(a) is made by the Contractor and/or any Notified Subcontractor (as appropriate) to the Authority and, if applicable, the Former Contractor, within 6 Months of the Contract Date.

3.8 If any such person as is described in paragraph 3.3 is neither re-employed by the Former Contractor nor dismissed by the Contractor and/or any Notified Subcontractor within the time scales set out in paragraph 3.5, such person shall be treated as having transferred to the Contractor or Notified Subcontractor and the Contractor shall, or shall procure that the Notified Subcontractor shall, comply with such obligations as may be imposed upon it under the Relevant Law.

4 CONTRACTOR INDEMNITIES AND OBLIGATIONS

4.1 Subject to paragraph 4.2, the Contractor shall indemnify the Authority and/or the Former Contractor against any Employee Liabilities in respect of any Transferring Former Contractor Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission by the Contractor or any Contractor whether occurring before, on or after the Relevant Transfer Date;
- (b) the breach or non-observance by the Contractor or any Contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Contractor Employee; and/or
 - (ii) any custom or practice in respect of any Transferring Former Contractor Employees which the Contractor or any Contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Former Contractor Employees arising from or connected with any failure by the Contractor or a Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Contractor or a Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Contractor Employees to their material detriment on or after their transfer to the Contractor or a Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- (e) any statement communicated to or action undertaken by the Contractor or a Contractor to, or in respect of, any Transferring Former Contractor Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Contractor in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Contractor to the Contractor or a Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- (g) a failure of the Contractor or any Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Contractor Employees in respect of the period from (and including) the Relevant Transfer Date; and
- (h) any claim made by or in respect of a Transferring Former Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Contractor Employee relating to any act or omission of the Contractor or any Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Contractor's failure to comply with its obligations under regulation 13 of the Employment Regulations.

4.2 The indemnities in paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Contractor's failure to comply with its obligations under the Employment Regulations.

4.3 The Contractor shall comply, and shall procure that each Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Contractor 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) and any necessary apportionments in respect of any periodic payments shall be made between the Contractor and the Former Contractor.

5 INFORMATION

- 5.1 The Contractor shall, and shall procure that each Contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Contractor, in writing such information as is necessary to enable the Authority and/or the Former Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Contractor shall promptly provide to the Contractor and each Notified Subcontractor in writing such information as is necessary to enable the Contractor and each Notified Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

6 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 6.1 The Contractor shall, and shall procure that each Contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Contractor Employee as set down in:
- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - (c) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - (d) the New Fair Deal.
- 6.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in paragraph 6(1) shall be agreed in accordance with clause 10.

7 PROCUREMENT OBLIGATIONS

- 7.1 Notwithstanding any other provisions of this agreement, where in this agreement the Authority accepts an obligation to procure that a Former Contractor does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Contractor contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavors to procure that the Former Contractor does or does not act accordingly.

8 PENSIONS

- 8.1 The Contractor shall, and shall procure that each Contractor shall, comply with the pensions provisions outlined in the Pensions Act 2008 in respect of any Transferring Former Contractor Employees who transfer from the Former Contractor to the Contractor.

Employment Exit Provisions

1 PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Contractor agrees that within twenty (20) Business Days of the earliest of:
- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
 - (b) receipt of the giving of notice of early termination or any partial termination of this Agreement;
 - (c) the date which is twelve (12) Months before the end of the Term; and
 - (d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the DPA, the Contractor's Provisional Contractor Personnel List, together with the Staffing Information in relation to the Contractor's Provisional Contractor Personnel List and it shall provide an updated Contractor's Provisional Contractor Personnel List at such intervals as are reasonably requested by the Authority.
- 1.2 At least twenty (20) Business Days prior to the Service Transfer Date, the Contractor shall provide to the Authority or at the direction of the Authority to any Replacement Contractor and/or any Replacement Subcontractor:
- (a) the Contractor's Final Contractor Personnel List, which shall identify which of the Staff are Transferring Contractor Employees; and
 - (b) the Staffing Information in relation to the Contractor's Final Contractor Personnel List (insofar as such information has not previously been provided).
- 1.3 The Authority shall be permitted to use and disclose information provided by the Contractor under paragraph 1.1 for the purpose of informing any prospective Replacement Contractor and/or Replacement Subcontractor.
- 1.4 The Contractor warrants, for the benefit of the Authority, any Replacement Contractor, and any Replacement Subcontractor that all information provided pursuant to paragraph 1.1 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in paragraph 1.1(a), 1.1(b) and 1.1(c), the Contractor agrees, that it shall not, and agrees to procure that each Contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Contractor Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any Staff listed on the Contractor Provisional Contractor 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;

- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Staff (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed;
- (d) 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 Contractor's Provisional Contractor Personnel List;
- (e) 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
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Contractor Personnel List save by due disciplinary process,

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

1.6 During the Term, the Contractor shall provide, and shall procure that each Contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each employee by location.

1.7 The Contractor shall provide, and shall procure that each Contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Contractor and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Contractor 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 Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Business Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Contractor and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Contractor's Final Contractor Personnel List who is a Transferring Contractor Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;

- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Contractor and/or a Replacement Subcontractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor 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 Contractor and/or a Replacement Subcontractor (as the case may be) and each such Transferring Contractor Employee.
- 2.2 The Contractor shall, and shall procure that each Contractor shall, comply with all its obligations in respect of the Transferring Contractor 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 Contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor 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 Contractor and/or the Contractor (as appropriate); and
 - (ii) the Replacement Contractor and/or Replacement Subcontractor.
- 2.3 Subject to paragraph 2.4, the Contractor shall indemnify the Authority and/or the Replacement Contractor and/or any Replacement Subcontractor against any Employee Liabilities in respect of any Transferring Contractor Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- (a) any act or omission of the Contractor or any Contractor whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Contractor or any Contractor occurring on or before the Service Transfer Date of:

- (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Contractor 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 Contractor to the Authority and/or Replacement Contractor and/or any Replacement Subcontractor, 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;
- (e) a failure of the Contractor or any 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 Contractor Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Contractor or any Contractor other than a Transferring Contractor Employee for whom it is alleged the Authority and/or the Replacement Contractor and/or any Replacement Subcontractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive;
- (g) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Contractor to comply with regulation 13(4) of the Employment Regulations; and
- (h) any Beckmann Claim

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 Contractor and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Contractor and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Contractor's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

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

- (a) the Authority shall procure that the Replacement Contractor shall, or any Replacement Subcontractor shall, within five (5) Business Days of becoming aware of that fact, give notice in writing to the Contractor; and
- (b) the Contractor may offer (or may procure that a Contractor may offer) employment to such person within fifteen (15) Business Days of the notification by the Replacement Contractor and/or any and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Relevant Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Contractor, the Authority shall procure that the Replacement Contractor shall, or procure that the Replacement Subcontractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the fifteenth (15) Business Day period specified in paragraph 2.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Contractor and/or Replacement Subcontractor, as appropriate that it may within five (5) Business Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Contractor and/or Replacement Subcontractor 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 Relevant Law, the Contractor shall indemnify the Replacement Contractor and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph

2.7 provided that the Replacement Contractor takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in paragraph 3.6:

- (a) shall not apply to:
 - (i) any claim for:
 - (ii) 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
 - (iii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - (iv) in any case in relation to any alleged act or omission of the Replacement Contractor and/or Replacement Subcontractor; or
 - (v) any claim that the termination of employment was unfair because the Replacement Contractor and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in paragraph 2.5(a) is made by the Replacement Contractor and/or Replacement Subcontractor to the Contractor within six (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 Contractor or any Contractor nor dismissed by the Replacement Contractor and/or Replacement Subcontractor within the time scales set out in paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Contractor Employee and the Replacement Contractor and/or Replacement Subcontractor shall comply with such obligations as may be imposed upon it under Relevant Law.

2.11 The Contractor shall comply, and shall procure that each Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Contractor shall perform and discharge, all its obligations in respect of the Transferring Contractor 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:

- (a) the Contractor and/or any Contractor; and
- (b) the Replacement Contractor and/or the Replacement Subcontractor.

2.12 The Contractor shall, and shall procure that each Contractor shall, promptly provide to the Authority and any Replacement Contractor and/or Replacement Subcontractor, in writing such information as is necessary to enable the Authority, the Replacement Contractor and/or Replacement Subcontractor to carry out their respective duties under regulation 13

of the Employment Regulations. The Authority shall procure that the Replacement Contractor and/or Replacement Subcontractor, shall promptly provide to the Contractor and each Contractor in writing such information as is necessary to enable the Contractor and each Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to paragraph 2.14, the Authority shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Subcontractor and its subcontractors against any Employee Liabilities in respect of each Transferring Contractor Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee) arising from or as a result of:

- (a) any act or omission of the Replacement Contractor and/or Replacement Subcontractor;
- (b) the breach or non-observance by the Replacement Contractor and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Contractor Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Contractor Employees which the Replacement Contractor and/or Replacement Subcontractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Replacement Contractor and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Replacement Contractor and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees on or after their transfer to the Replacement Contractor or Replacement Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Contractor or Replacement Subcontractor to, or in respect of, any Transferring Contractor Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (i) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- (ii) in relation to any employee who is not a Transferring Contractor 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 Contractor or Subcontractor, to the Replacement Contractor or Replacement Subcontractor 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;
- (g) a failure of the Replacement Contractor or Replacement Subcontractor 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 Contractor Employees in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Replacement Contractor or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor and/or any Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Contractor and/or any Contractor (as applicable) to comply with its obligations under the Employment Regulations.

Schedule 14) Commercially Sensitive Information

None provided

Schedule 15) Exit Management

1 DEFINITIONS

1.1 In this schedule, the following definitions shall apply:

“Assets”	all assets and rights used by the Contractor to provide the Services in accordance with this Agreement but excluding the Authority Assets;
“Emergency Exit”	any termination of this Agreement which is a: <ul style="list-style-type: none">• termination of the whole or part of this Agreement in accordance with the Agreement, except where the period of notice given is greater than or equal to 6 Months;• termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served under the Agreement; or• wrongful termination or repudiation of this Agreement by either party;
“Exclusive Assets”	those Assets used by the Contractor or a contractor which are used exclusively in the provision of the Services;
“Exit Information”	has the meaning given in this schedule;
“Exit Manager”	the person appointed by each party pursuant to paragraph 2(3) for managing the parties' respective obligations under this schedule;
“Net Book Value”	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Contractor set out in the letter in the agreed form from the Contractor to the Authority of the same date as this Agreement;
“Non-Exclusive Assets”	those Assets (if any) which are used by the Contractor or a Contractor in connection

with the Services but which are also used by the Contractor or Contractor for other purposes of material value;

“Ordinary Exit”

any termination of this Agreement which occurs:

- where the period of notice given by the party serving notice to terminate is greater than or equal to 6 Months; or
- as a result of the expiry of the Initial Term or any Extension Period;

“Registers”

the register and configuration database referred to in paragraphs 2(1);

“Transferable Assets”

those of the Exclusive Assets which are capable of legal transfer to the Authority;

“Transferable Contracts”

the Subcontracts, licences for Contractor's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Contractor to perform the Services or the Replacement services, including in relation to licences all relevant documentation;

“Transferring Contracts”

has the meaning given in this schedule.

2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

2.1 During the Term, the Contractor shall:

- (a) create and maintain a register of all:
 - (i) Assets, detailing their:
 - (A) make, model and asset number;
 - (B) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (C) Net Book Value;
 - (D) condition and physical location; and
 - (E) use (including technical specifications); and

- (ii) Subcontracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
 - (b) create and maintain a configuration database detailing operating procedures through which the Contractor provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Contractor to understand how the Contractor provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
 - (c) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and
 - (d) at all times keep the Registers up to date, in particular in the event that Assets, Subcontracts or other relevant agreements are added to or removed from the Services.
- 2.2 The Contractor shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.
- 2.3 Each party shall appoint a person for the purposes of managing the parties' respective obligations under this schedule and provide written notification of such appointment to the other party within 3 Months of the Contract Date. The Contractor's Exit Manager shall be responsible for ensuring that the Contractor and its employees, agents and Contractors comply with this schedule. The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this schedule. The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this schedule and each party's compliance with it.

3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

- 3.1 On reasonable notice at any point during the Term, the Contractor shall provide to the Authority and/or its potential Replacement Contractors (subject to the potential Replacement Contractors entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractors undertaking due diligence:
- (a) details of the Service(s);
 - (b) a copy of the Registers, updated by the Contractor up to the date of delivery of such Registers;
 - (c) an inventory of the Authority's Data in the Contractor's possession or control;
 - (d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
 - (e) a list of on-going and/or threatened disputes in relation to the provision of the Services;

(f) to the extent permitted by Relevant Law, all information relating to Transferring Contractor Employees required to be provided by the Contractor under this Agreement; and

(g) such other material and information as the Authority shall reasonably require,

(together, the “**Exit Information**”).

3.2 The Contractor acknowledges that the Authority may disclose the Contractor Confidential Information to an actual or prospective Replacement Contractor or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph disclose any Contractor’s Confidential Information which is information relating to the Contractor’s or its Contractors’ prices or costs).

3.3 The Exit Information shall be accurate, up-to-date and complete in all material respects and the level of detail to be provided by the Contractor shall be such as would be reasonably necessary to enable a third party to:

(a) prepare an informed offer for those Services; and

(b) not be disadvantaged in any subsequent procurement process compared to the Contractor (if the Contractor is invited to participate).

4 EXIT PLAN

4.1 The Contractor shall, within 3 Months after the Contract Date, deliver to the Authority an Exit Plan which:

(a) sets out the Contractor’s proposed methodology for achieving an orderly transition of the Services from the Contractor to the Authority and/or its Replacement Contractor on the expiry or termination of this Agreement;

(b) complies with the requirements set out in paragraph 4(3); and

(c) is otherwise reasonably satisfactory to the Authority.

4.2 The parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the parties are unable to agree the contents of the Exit Plan within 20 Business Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

(a) how the Exit Information is obtained;

(b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Contractor may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Contractor of all such reasonable assistance as the Authority shall require to enable the Authority or its subcontractors to provide the Services;

- (c) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (d) the management structure to be employed during the Termination Assistance Period;
- (e) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
- (f) how the Services will transfer to the Replacement Contractor and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Contractors (where applicable);
- (g) the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);
- (h) a timetable and critical issues for providing the Termination Services;
- (i) any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;
- (j) how the Termination Services would be provided (if required) during the Termination Assistance Period;
- (k) procedures to deal with requests made by the Authority and/or a Replacement Contractor for Staffing Information pursuant to schedule 13 (Personnel Transfer); and
- (l) how each of the issues set out in this schedule will be addressed to facilitate the transition of the Services from the Contractor to the Replacement Contractor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

4.4 The parties acknowledge that the migration of the Services from the Contractor to the Authority and/or its Replacement Contractor may be phased, such that certain of the Services are handed over before others.

4.5 The Contractor shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this schedule in the first month of each Year (commencing with the second Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Contractor shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Business Days following submission of the revised Exit Plan, the parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Business Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

4.6 Within twenty (20) Business Days after service of a notice to terminate by either party or six (6) Months prior to the expiry of this Agreement, the Contractor will submit for the Authority's

approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

- 4.6 The parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the parties are unable to agree the contents of the Exit Plan within twenty (20) Business Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Contractor shall provide the Termination Services in accordance with the principles set out in this schedule and the last approved version of the Exit Plan (insofar as relevant).

5 TERMINATION SERVICES

Notification of Requirements for Termination Services

- 5.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Contractor (a "Termination Assistance Notice") at least four (4) Months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either party of a notice to terminate. The Termination Assistance Notice shall specify:

- (a) the date from which Termination Services are required;
- (b) the nature of the Termination Services required; and
- (c) the period during which it is anticipated that Termination Services will be required, which shall continue no longer than twenty four (24) Months after the date that the Contractor ceases to provide the Services.

- 5.2 The Authority shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) Months after the date the Contractor ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Contractor to such effect no later than twenty (20) Business Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Authority shall have the right to terminate its requirement for Termination Services by serving not less than twenty (20) Business Days' written notice upon the Contractor to such effect.

Termination Assistance Period

- 5.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Contractor shall:

- (a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to paragraph 5(1), provide the Termination Services;
- (b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Contractor;

- (c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 5(3)(b) without additional costs to the Authority;
 - (d) provide the Services and the Termination Services at no detriment to the Service Levels, save to the extent that the parties agree otherwise in accordance with paragraph 5(5); and
 - (e) at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.
- 5.4 If the Contractor demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Contractor's ability to meet one or more particular Service Level(s) and/or the parties shall vary the relevant Service Level(s).

Termination Obligations

- 5.5 The Contractor shall comply with all of its obligations contained in the Exit Plan.
- 5.6 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Termination Services and its compliance with the other provisions of this schedule), the Contractor shall:
- (a) cease to use the Authority's Data;
 - (b) provide the Authority and/or the Replacement Contractor with a complete and uncorrupted version of the Authority's Data in electronic form (or such other format as reasonably required by the Authority);
 - (c) erase from any computers, storage devices and storage media that are to be retained by the Contractor after the end of the Termination Assistance Period all Authority's Data and promptly certify to the Authority that it has completed such deletion;
 - (d) return to the Authority such of the following as is in the Contractor's possession or control:
 - (i) all copies of the Authority's software and any other software licensed by the Authority to the Contractor under this Agreement;
 - (ii) all materials created by the Contractor under this Agreement in which the IPRs are owned by the Authority;
 - (e) any items that have been on-charged to the Authority, such as consumables vacate any of the Authority's premises;
 - (f) provide access during normal working hours to the Authority and/or the Replacement Contractor for up to twelve (12) Months after expiry or termination to:
 - (i) such information relating to the Services as remains in the possession or

control of the Contractor; and

- (ii) such members of the Staff as have been involved in the design, development and provision of the Services and who are still employed by the Contractor.

5.7 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Termination Services and its compliance with the other provisions of this schedule), each party shall return to the other party (or if requested, destroy or delete) all Confidential Information of the other party and shall certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

5.8 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

6 ASSETS, SUBCONTRACTS AND SOFTWARE

6.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the Contractor shall not, without the Authority's prior written consent vary or terminate any Subcontracts or licences except where they do not or will not affect the provision of Services or the Charges.

6.2 Within 20 Business Days of receipt of the up-to-date Registers provided by the Contractor pursuant to paragraph 5(3)(e), the Authority shall provide written notice to the Contractor setting out:

- (a) which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Contractor ("**Transferring Assets**");
- (b) which, if any, of:
 - (i) the Exclusive Assets that are not Transferable Assets; and
 - (ii) the Non-Exclusive Assets,
- (c) the Authority and/or the Replacement Contractor requires the continued use of; and
- (d) which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Contractor (the "**Transferring Contracts**"),

6.3 In order for the Authority and/or its Replacement Contractor to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Contractor, the Contractor shall provide all reasonable assistance to the Authority and/or its Replacement Contractor to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Contractor requires to provide the Services or Replacement Services.

6.4 With effect from the expiry of the Termination Assistance Period, the Contractor shall sell the Transferring Assets to the Authority and/or its nominated Replacement Contractor for a

consideration equal to their Net Book Value, except where:

- (a) a Termination Payment is payable by the Authority to the Contractor, in which case, payment for such Assets shall be included within the Termination Payment; or
 - (b) the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Contractor the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 6.5 Risk in the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) on payment for the same.
- 6.6 Where the Contractor is notified in accordance with paragraph 6(2)(b) that the Authority and/or the Replacement Contractor requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Contractor shall as soon as reasonably practicable:
 - (a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Contractor to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - (b) procure a suitable alternative to such assets and the Authority or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.
- 6.7 The Contractor shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Contractor of the Transferring Contracts. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 6.8 The Authority shall:
 - (a) accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract; and
 - (b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Contractor does the same.
- 6.9 The Contractor shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Contractor has been effected.
- 6.10 The Contractor shall indemnify the Authority (and/or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Contractor) pursuant to paragraph 6(7) in relation to any matters arising prior to the date of assignment or novation of such Subcontract.

7 CONTRACTOR PERSONNEL

- 7.1 The Authority and Contractor agree and acknowledge that in the event of the Contractor ceasing to provide the Services or part of them for any reason, schedule 13 (Personnel Transfer) shall apply.
- 7.2 The Contractor shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Contractor.
- 7.3 During the Termination Assistance Period, the Contractor shall give the Authority and/or the Replacement Contractor reasonable access to the Contractor's personnel to present the case for transferring their employment to the Authority and/or the Replacement Contractor.
- 7.4 The Contractor shall immediately notify the Authority or, at the direction of the Authority, the Replacement Contractor of any period of notice given by the Contractor or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 7.5 The Contractor shall not for a period of twelve (12) Months from the date of transfer re-employ or re-engage or entice any employees, Contractors or Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Contractor.

8 CHARGES

- 8.1 No charges are payable to the Contractor for providing the Termination Services or in respect of any other costs incurred by the Contractor in relation to its compliance with this schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the parties to carry on after the expiry of the Termination Assistance Period.

ANNEX 1

1 Scope of the Termination Services

1.1 The Termination Services to be provided by the Contractor shall include such of the following services as the Authority may specify:

- (a) notifying the Contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Contractor after the end of the Termination Assistance Period;
- (c) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) month period immediately prior to the commencement of the Termination Services);
- (d) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
- (e) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
- (f) providing the Authority with any problem logs which have not previously been provided to the Authority;
- (g) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
- (h) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
- (i) making available to the Authority and/or the Replacement Contractor expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
- (j) assisting in establishing naming conventions for any new production site;
- (k) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
- (l) agreeing with the Authority a handover plan for all of the Contractor's

responsibilities as set out in any security management plan;

- (m) delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Contractor's operations staff (on appropriate media) as reasonably requested by the Authority;
- (n) assisting with the loading, testing and implementation of the production databases;
- (o) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement;
- (p) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- (q) answering all reasonable questions from the Authority and/or the Replacement Contractor regarding the Services;
- (r) agreeing with the Authority and/or the Replacement Contractor a plan for the migration of the Authority's Data to the Authority and/or the Replacement Contractor;
- (s) providing access to the Authority and/or the Replacement Contractor during the Termination Assistance Period and for a period not exceeding 6 Months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Contractor:
 - (i) to information and documentation relating to the Transferring Services that is in the possession or control of the Contractor or its Contractors (and the Contractor agrees and shall procure that its Contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (ii) following reasonable notice and during the Contractor's normal business hours, to members of the Staff who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Contractors; and
- (t) knowledge transfer services, including:
 - (i) transferring all training material and providing appropriate training to those Authority and/or Replacement Contractor staff responsible for internal training in connection with the provision of the Services;
 - (ii) providing for transfer to the Authority and/or the Replacement Contractor of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
 - (iii) providing the Contractor and/or the Replacement Contractor with access to such members of the Contractor's or its Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Contractor or its Contractors.

- (a) provide a documented plan relating to the training matters referred to in paragraph 1.1(i) for agreement by the Authority at the time of termination or expiry of this Agreement;
 - (b) co-operate fully in the execution of the handover plan agreed pursuant to paragraph 1.1(l), providing skills and expertise of a suitable standard.
- 1.3 To facilitate the transfer of knowledge from the Contractor to the Authority and/or its Replacement Contractor, the Contractor shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Contractor.
- 1.4 The information which the Contractor shall provide to the Authority and/or the Replacement Contractor pursuant to paragraph 1.1(t) shall include:
 - (a) copies of up-to-date procedures and operations manuals;
 - (b) product information;
 - (c) agreements with third party Contractors of goods and services which are to be transferred to the Authority and/or the Replacement Contractor;
 - (d) key support contact details for third party Contractor personnel under contracts which are to be assigned or novated to the Authority pursuant to this schedule;
 - (e) information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - (f) details of physical and logical security processes and tools which will be available to the Authority; and
 - (g) any relevant interface information.

Schedule 16) Cyber Essentials

1 DEFINITIONS

1.1 In this schedule, the following definitions shall apply:

“Cyber Essentials Scheme” means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>;

“Cyber Essentials Scheme Basic Certificate” means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;

1.2 The Contractor’s Cyber Essentials Scheme Basic Certificate as at the Contract Date is set out in Annex 1 of this schedule.

1.3 The Contractor shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Scheme Basic Certificate or equivalent on each anniversary of the first applicable certificate obtained by the Contractor during the Term. Failure to comply with this obligation shall give the Authority the right to terminate this Agreement.

Annex 1 Cyber Essentials Scheme Basic Certificate

Schedule 17) Contractor's Response

Edge Exhibition Design Limited B1 - CLIENT MANAGEMENT

A How the bidder will work in collaboration with DSO team to deliver world class live marketing events

As part of our ISO9001:2008 Business Management System we follow a stringent active monitoring schedule to ensure event delivery is achieved on schedule and to budget. We understand the importance of working as part of a team and how prompt and regular correspondence by e-mail and telephone is essential. We also propose regular meetings at agreed intervals involving the dedicated Edge point of contact and the DSO event team to allow for continuous feedback and improvement wherever possible.

From the initial brief we manage the entire event from start to finish including full design proposals, organiser approval liaison, placing of service orders, organising shipping and logistics, overseeing workshop manufacture, site installation management, show day support, breakdown and project debrief. Comprehensive check lists of requirements and level of participation are continually monitored with every event having its own timeline including regular key marker reviews. The Edge point of contact will act as a DSO team member throughout the contract period reporting directly to the DSO event manager.

Through our previous experience of working alongside the DSO team we understand the need for direct communication with the individual companies who exhibit on the stand and also the Export Support Team who will be providing live product demonstrations.

Our current contract with ADS to supply the UK pavilions for their global programme of Aerospace, Defence and Security events will enhance DSO's collaboration with them. The majority of the events appear on both the ADS schedule and the DSO programme. Using Edge for both ADS and DSO's stands allows cost reductions such as shared shipping and bulk ordering of materials. A number of ADS members also exhibit with DSO at events where ADS are not in attendance giving us prior knowledge of their requirements and expectations.

We will provide a detailed implementation plan monitoring key markers, schedule governance and budget compliance which will be regularly updated and circulated to all relevant parties. Our extensive experience in the Defence and Security sectors representing HM Government enables us to understand the etiquette demanded during VVIP visits such as heads of state, one to one meetings with senior politicians, and visits by senior military delegations. Our service and understanding stretches beyond the exhibition environment and we are familiar with the protocol and expectations when attending Embassy functions or visiting HM Navy ships.

We have also been responsible for the provision of the ADS UKTI hospitality chalet at Farnborough Airshow for the last ten years, successfully managing the design and installation of this prestigious event.



B. How you drive creativity and innovation throughout the programme and manage demand for the Services whilst maintaining availability of the appropriate level of Expertise and resources to deliver the Services

Our design is based on modular components that can be reused in varying configurations to provide a consistent and easily recognisable global identity for DSO.

The programme parameters will inevitably change over the period of the contract and by identifying strategic requirements at regular three month periods we can adapt the services provided whilst maintaining the core level of expertise. Through modularity our design proposal offers the flexibility to make alterations and accommodate late changes and requests. By planning ahead to anticipate when and where these innovations will be required we can integrate them into the programme without disruption. Maintaining the service level agreement through post show analysis and feedback of key performance indicators along with regular monitoring of global influences will provide all stakeholders with clear information regarding the delivery of future events.

We are familiar with the DSO brand guidelines and have previously held on file a catalogued database of imagery, logos and video content as part of the service we provide.

We are proposing a large screen as a central feature of the stands. This will have the capacity to be interactive and can be made accessible to all key personnel on the stand acting as a powerful tool for welcoming visiting delegations, accompanying the Export Support Team's product demonstrations, briefing key personnel and VVIPs, promoting future events by the DSO team to potential exhibitors, media briefings and as a backdrop for press interviews.

We are also proposing to enhance the meeting rooms with additions to the specified requirements that will include a feature wall with recessed show case for models or products, bespoke corner units with integral lighting, USB and phone charging points along with bench style seating with hidden storage under for literature. At the larger events we can also theme the interiors to suit the geographical locations; something we have done successfully in the past at events in the Middle East.

For the category A show at DSEi we are proposing additions to the specified requirements by introducing an enclosed meeting room at the back of the stand for unscheduled VVIP meetings. We have also added a second floor area that could serve as either an informal viewing/meeting area or a demonstration area for the Export Support Team during live presentations.

For category C events we are proposing additions to the specified requirements by including a 40" screen to individual exhibitor display areas as an upgrade to a standard graphic panel. They will also get individual branding and a plinth with power for small product display or a laptop.

We can assist DIT DSO and individual exhibitors with the in country production and delivery of show literature reducing shipping costs and lowering their carbon foot print.

Our ESSA membership (event services and supplier association), JOSCAR registration (joint supply chain accreditation register) and ISO9001:2008 accreditation gives our clients the reassurance of recognised industry standards for management, performance and innovation through SMART quality objectives and measured customer service.

C. How you will ensure value for money and performance improvements in the management of the programme and contract.

Our policy for ensuring value for money is to provide the very best quality and service that the client demands in line with our assessment of what is achievable within the confines of each event, resources, timescale and agreed budget. Procuring quality products and services through our global supplier network enables us to offer value for money through local supplier costs.

In accordance with our ISO9001:2008 Business Management System we have in place an approved supplier list. Through continual feedback and regular meetings, we assess project requirements and implement a long term strategy to achieve our goals. We always seek alternative quotations from our suppliers and sub-contractors. These are logged and assessed against like-for-

like specifications and audited for quality of build and service.

By establishing these relationships with our preferred suppliers we are able to offer them long term contracts which enables us to remain competitive.

We have existing contracts in place with a number of clients from both the public and private sectors within the Aerospace, Defence & Security industry, including worldwide exhibition programmes for QinetiQ, Chemring, ADS, and Digital Barriers. With these existing contracts we are able to offer benefits through shared services and site costs.

With thirty years of experience each in this industry our principle directors have delivered events worldwide, establishing strong relationships with many stakeholders. Our collaboration with event organisers in Singapore, Australia, UAE, Thailand, Turkey and the UK amongst others offers access to added benefits at their shows including Clarion, Fairs and Exhibitions, Farnborough International Limited and MAST.

Our long association with event suppliers and officially appointed contractors such as Premier Showfreight (an ADS official contractor), gives us access to preferential shipping costs for exhibitors' products when combined with our own consignment. We can also access preferential rates for hotels through our association with travel agents such as TripAxis.

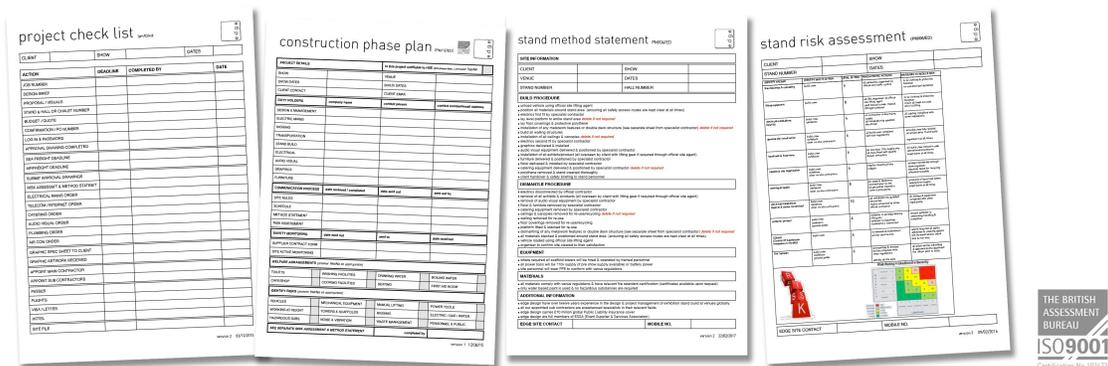
We will invest in the latest in audio visual equipment, electrical fittings and furniture to reduce ongoing hire costs and control prices that can be effected by global currency fluctuations.

D. How the services will be coordinated and project managed including where you are proposing to contract as a consortium or prime with sub-contractors if applicable.

As a prime contractor we will have full control of the entire programme, delegating services to our network of approved contractors where necessary. DSO's point of contact will be at director level and will oversee financial management, production and delivery of all the events in the schedule. We will highlight all the key markers and deadlines for an event and communicate this as early as possible in order to maximise time for input from DSO.

Each project will be allocated to a senior project manager who will appoint and brief all sub contractors and suppliers.

Edge will directly coordinate and manage the design, organiser liaison, submission of drawings, detail production drawings, appoint sub contractors, liaise with official site service providers, oversee graphic design and production, organise shipping, health and safety legislation, oversee site operations for build including active performance monitoring, arrange client handover, be available for the duration of the show period, oversee break down, complete feed back and debriefing notes and attend wash up meetings.



Through the official site service providers we will organise and over see the supply of site drayage, electrical mains, rigging, internet, plumbing, catering and cleaning.

Through our network of approved suppliers we will arrange for the provision of stand build materials and specialist fitters, audio visual equipment and specialist technicians, quality rental furniture, graphic production, floral and landscaping.

We will assist with DSO's daily show schedule highlighting programmed events such as meetings, signings, product demonstrations and press briefings.

As part of our ISO 9001:2008 business management system our weekly progress meetings, monthly management meetings and internal audits ensure status reporting and feedback is continual. Monthly and annual financial forecasts will be monitored ensuring we are meeting our projected targets. Contingency plans for ourselves and our suppliers will be highlighted in the Disaster Recovery and Supplier Contingency Plan.

E. The key personnel that will form the core of the team that delivers the Services, manages the programme and will have a significant impact on the performance of the contract, detailing in summary form their relevant experience, qualifications and expertise to deliver the services. Include your named strategic account manager and how you will cover management of 24hr cover.

Edge Exhibition Design was established seventeen years ago by its two principle directors, each having thirty years of experience in the aerospace and defence sectors covering exhibitions, trade shows, airshows, conferences and product launches in over fifty countries.

The point of contact for all DIT DSO events will be at director level and will be responsible for attending briefing meetings, monthly DIT progress meetings, site operations and debriefing.

The day to day running of the individual events will be handled by an experienced senior project manager who will be responsible for submitting drawings, placing orders, appointing sub contractors and overseeing site operations. All under the overall supervision of a company director.

All of our personnel have a full understanding and experience in this highly prestigious environment having worked on and attended various VVIP events including Royal visits, Ministerial visits, embassy functions and Royal Navy ship visits.

We have a member of our team who specialises in Delegation Management. She has worked in this industry as an Exhibition Manager at Agusta Westland and more recently with Fairs & Exhibitions organising their Dubai Airshow & MEBA VVIP schedule. These services are available as an addition to our proposed package.

We ensure our sub contractors are made aware of our exacting standards for behaviour and appearance and standby personnel are briefed on requirements and dress code for show days and we will always ensure that we have an English speaking point of contact for our stand by crew.

All our staff are issued with international mobile phones and tablets for direct communication when on site at all times. Our office direct line is answered daily from 8am to 6pm with the ability to transfer all calls to mobile phones globally and relay messages via email if necessary.

The named strategic account manager and point of contact will be [REDACTED] who is a co founder and managing director of Edge with over thirty years industry experience. [REDACTED] has an HND in Exhibition Design and is IOSH certified in Event Safety Awareness. He will be supported by fellow founder and creative director [REDACTED] who also has thirty years industry experience. [REDACTED] has an HND in Spatial Design, a diploma in Business Management, is CIOEH certified in Health and Safety and is IOSH certified in Event Safety Awareness. Day to day operations will be handled by our senior project managers [REDACTED] and [REDACTED], both of whom have international experience and have both been with Edge for seven years. Both [REDACTED] and [REDACTED] are IOSH certified in Event Safety Awareness. Site operations are supported by [REDACTED] who has a wealth of experience as both an exhibitor, delegations manager and organiser with thirty years industry experience.

B2 - TECHNICAL PRODUCTION

A. Show a clear understanding of the brief and reflect the standard required; based on the level of attendance expected, VIP and Chiefs of military staff.

Edge Exhibition Design Limited is an established exhibition design and management consultancy, with seventeen years of trading experience specialising in the aerospace, defence and security, homeland security, unmanned systems and cyber security sectors. Our experience and expertise allows us to produce a design that encompasses a high quality build, attention to detail, the latest technology, innovative use of space and a professional working environment. We have held previous contracts with DSO, under the both the DESO and UKTI banner over a ten year period, and understand the high standards required. We recognise the importance of promoting UK companies in foreign trade and relationships with governments, senior military personnel, business leaders and heads of state.

Our proposal includes high impact UK branding that has continuity throughout every event and the ongoing programme. A welcoming reception area with a delegation meeting point.

Large interactive visual displays to enhance the promotion of UK products and services. A formal meeting room suitable for the most prestigious VVIP and chiefs of military staff to conduct discussions in privacy. The display areas for the Export Support Team can showcase the latest products in an immersive environment along with practical display pods allowing individual exhibitors and companies to integrate with DSO under the UK brand yet still retain their own identity to promote their products and services.

Our understanding of the requirements and categorisation of events is broken down as follows and should be read in conjunction with the accompanying drawings and visuals:

Category A is based on a raw space area of between 60-120 sqm open to the aisle on at least three of the four sides with platform and floor covering to the entire area. Of this approximately 36 sqm will be allocated to the reception to include a desk with integrated PA system and literature distribution points alongside the greeting area with the UK branded feature tower and meeting room. The formal meeting room of solid wall and ceiling construction will include, quality furniture, water cooler, bespoke coffee point with equipment, supplies and hostess, air-conditioning (where permitted), suitable lighting and power points. The remaining area will be utilised for product display and EST demonstrations. The platform will be strengthened for larger products such as vehicles and themed accordingly. Smaller products will be displayed on plinths with supporting background imagery and audio visual equipment. Adequate lockable storage, cleaning and internet access will also be provided. Expected visitors for this category will include VVIP (ministerial and military).

Category B is based on 36-48 sqm on a raw space area open to the aisle on three sides with platform and floor coverings throughout. Of this approximately 36 sqm will be allocated to the reception to include desk with integrated PA system and literature distribution points alongside the greeting area with UK branded feature tower and meeting room. The formal meeting room of solid wall and ceiling construction will include, quality furniture, water cooler, bespoke coffee point with equipment, supplies and hostess, air-conditioning (where permitted), suitable lighting and power points. The remaining area can be utilised for product display and EST demonstrations. Smaller products will be displayed on plinths with supporting background imagery and audio visual equipment. Adequate lockable storage, cleaning and internet access will also be provided. Expected visitors for this category will include VVIP (ministerial and military).

Category C is based on 36-96 sqm of raw space open to the aisle on at least three sides with platform and floor coverings throughout. Of this approximately 36sq.m will be allocated to the reception to include desk with integrated PA and literature distribution points alongside the greeting area with UK branded feature tower and meeting room. The formal meeting

room of solid wall and ceiling construction will include, quality furniture, bespoke coffee point with equipment, supplies and hostess, air-conditioning (where permitted), suitable lighting and power points. The remaining area will be allocated to individual exhibiting companies and consist of a lockable plinth, wall feature with screen, company logo, lighting and power point. There will also be a semi open informal meeting area with quality furniture, water cooler, bespoke coffee point with equipment, supplies and hostess, suitable lighting and power points. Expected visitors for this category will include VVIP (ministerial and military).

In addition to the categories stated in the tender document we have added a category, C2, to cover

events in locations such as the USA or Japan where high drayage costs and limited build schedules greatly effect overall costs. We are proposing to introduce a simplified lightweight method of construction that will allow us to achieve the required quality build despite the regional constraints. This will still include all the elements of the category C stand, high impact branding, reception area, interactive screen, company display areas and a semi open informal meeting area. This option will only be used after approval from the DSO event manager. Expected visitors for this category will include VVIP (ministerial and military).

B. Show within the design a 'feature' which would help to promote UK Defence and Security export capabilities and attract foreign/international visiting delegations.

The Union Flag is a powerful and recognisable image throughout the world. We have taken a section of this iconic image that is currently an integral part of the GREAT branding campaign and applied it to two large angled columns. These will be will be back lit canvas prints that will provide a bold striking image visible from a distance. At the larger category A events this can be replaced with stacked multi screen presentation giving the opportunity to introduce image change and movement. This high impact branding will be consistent at every event throughout the programme.

These columns will stand either side of a large video wall that will have interactive audio visual capabilities. This can provide a static back drop image for briefings, press releases or interviews. It can be a video presentation for DSO including participating UK company products and services. It can also provide an interactive presentation including individual 'welcome' messaging for VIPs, media and delegations.

There will be DSO branding on the rear walls at height to achieve maximum visibility from approaching aisles. The reception desks will also carry branding for DSO along with any partnering trade association.

We would also introduce high branding through the use of hanging banners at larger shows and where the budgets allow and organisers will permit. These can carry both DSO logo and the flag icon and will be visible across an exhibition hall.

We have also incorporated powerful LED lighting to lift the whole stand and make it a focal point within the exhibition. These are integrated in to the structure that spans the length of the stand and ties in with the main feature at the front to complete the overall design.

- Preparation of design proposals and colour visuals
- Attending client meetings
- Preparation of full construction drawings
- Compliance with organiser rules and regulations

C. Preparation Show how they would incorporate Audio Visual for maximum effect.

Our proposal incorporates a comprehensive range of audio visual equipment to best promote the UK Defence and Security export capabilities, the services of DSO, the promotion of equipment through the Export Support Team and the products and services of the individual companies exhibiting as part of the stand.

On the larger category A stands we have included the large video walls that create maximum impact on approach. These can run video footage, still imagery for backdrops and have the interactive capability to show welcoming and marketing messages as and when required. For the category B stands the video walls will have the same capabilities but will be smaller in overall size to meet the overall proportions of the stand space. Smaller category C stands will have a centrally located 50" LED screen.

All of our screen combinations will have the capacity to be linked wirelessly to a tablet that will enable access to a resource library of video footage and presentations relevant to the product, region or viewer. Through our audio visual specialist we are able to offer the services of programmers and production specialists at an optional cost.

The reception counter will incorporate a microphone and small integral PA system allowing it to be utilised as a lectern for press briefings and presentations. On larger category A stands we will supply a lectern that can be stored when not required and link this to the surround sound system installed for the demonstration area. We will also provide programmable lighting and visual effects for the larger demonstration areas through our specialist suppliers.

We are also proposing to supply a 40" LED screen for individual exhibiting companies instead of a graphic panel within their designated display area. This will enable them to show video footage or presentations that they will provide via a USB drive.

Our approved audio visual supplier Sirius maintain a stock of the very latest equipment and can offer us cost saving options through multiple event agreements and shared shipping. They will also have technicians available during build up and show periods.

D. The bidder should show and explain how they will maximise the use of space

We understand how expensive stand space is and are very aware that a practical layout and design is essential. Through our many years in the industry and collaboration with DSO, we have developed a good understanding of their requirements and expectations.

Our proposal includes space for a designated meet and greet area for delegations and VIPs adjacent to and visible from the reception desk allowing DSO personnel to attend to all visitors upon arrival at the stand.

We will work with the Export Support Team and ensure that the demonstration areas are open and offer clear access to the products whilst enhancing the choreography of the live product demonstrations.

For smaller stands where the demonstration area is not themed we will provide standard sized plinths for product displays. These will include a lockable storage cupboard below, an electrical power point and integral feature lighting.

We are also proposing to use the plinths for stands where individual companies will be exhibiting as part of the DIT DSO area. These individual areas will be open aspect with a plinth positioned adjacent to an aisle. Behind each plinth will be a wall mounted feature of a mesh panel which acts as a mount for a 40" screen and literature rack. It also allows an opportunity to display small products on shelf fixings. Both the plinths and wall features are modular components and can easily be moved within the confines of the overall space available.

We have introduced sliding glass doors for the meeting rooms which can be kept open for informal use without taking up the space of a standard hinged door. Bespoke upholstered bench seating maximises the use of space and include integral storage.

Adequate storage space is essential and we have integrated as much as possible without diminishing the space available for the display areas and meeting room. We have provided a store for technical equipment such as electrics, audio visual kit and air conditioning, and a separate store for the Export Support Team to house small exhibits and uniforms etc. Both areas are accessible without entering the meeting room.

In the lobby we will provide a small wardrobe for coats, hats and bags and a bespoke coffee unit that will include an integral fridge, cupboard and waste bin to reduce the unsightly waste that can accumulate in such areas.

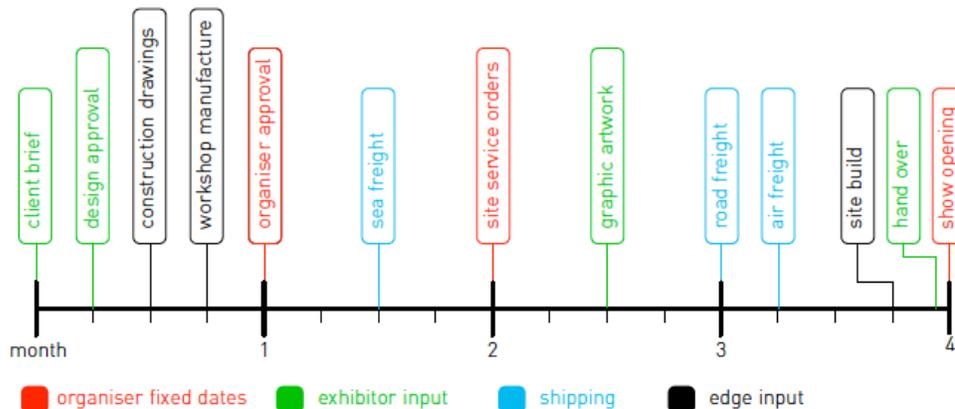
E. How the bidder will managing technical design and production (end to end)

Edge Exhibition Design Limited has in place an ISO 9001:2008 accredited business management system for delivering the technical design and production from the initial brief to the finished exhibition stand. This includes constant monitoring of projects, regular audits and measurable feedback reporting. Through regular meetings with the DSO team we can ensure all key markers are met and

the agreed schedule is kept to. Our management system will ensure the following processes are actioned accordingly in line with our project timeline:

- and submission of organiser approval drawings
- Preparation of drawings to support service orders
- Placing service orders with official suppliers
- Sub contractor appointment and briefing
- Graphic specifications and artwork preparation
- Electrical drawings
- Workshop production inspection
- Organising shipping and logistics
- Budget management
- Managing site operations
- Health and safety monitoring
- Quality Control and site reporting
- Show support
- Attend feedback and debrief meetings
- Invoicing and financial reporting

Our generic event timeline indicates key markers and stakeholder responsibilities.



F. What technical solutions will be utilised to deliver a change in performance, maximising reach and quality of content delivered

The interactive audio visual displays will enable the DSO and EST teams to demonstrate products and services and can be tailored in real time depending on the events of the show. For example displaying a personalised message for a visitors arrival.

We will introduce touch screen technology to act as a tool for presentations, giving DSO personnel direct access to their product data base. These will include the very latest 65" screens available.

A digital library of imagery, logos and videos updated after each event will provide an event archive and allow for fast access of images for future events.

Card readers can be provided that automatically collate visitor information, making data capture and following up on business opportunities more efficient.

Our own delegation manager has vast experience and can assist with delegation management working alongside and assisting the DSO team at major events, liaising with organisers and escort officers assigned to specific VIPs.

We offer our services direct to the exhibiting companies to ensure they have the best value for money including assistance with audio visual presentations, graphic design, brochure printing,

internet access, travel, accommodation and logistics.

We will actively promote future events within the programme to UK companies who may be unaware of the services offered by DSO as part of our own marketing strategy.

By recommending officially appointed shipping agents, Premier Showfreight, and travel agents, Trip Axis, individual exhibitors can benefit from preferential rates as well as a reliable and professional service.

We can offer catering upgrades for specific high profile events. We can organise large Barista coffee machines, Arabic coffee, local delicacies, as well as assisting at official receptions for an optional cost.

G. The expertise or innovations that would be utilised to delivering content in unusual venues or situations.

We have successfully supported our clients in various unusual and non-standard environments throughout the world. These include minimal build-up periods, outdoor events in extreme climates, on-board ship events, high security military bases, hotels and offices with inadequate access and new events where the organisation and infrastructure has been ineffective.

We have organised the delivery and installation of large vehicles and aircraft into exhibition halls and temporary structures that were not always suitable

Visiting Prime Minister, David Cameron arrived a day before the opening of the Dubai Airshow to make a speech on the DSO Stand in 2015. Our team had to bring all arrangements forward by 24 hours and coordinate with the DSO team involving careful planning and tight security measures.

Another unusual project we completed for DSO was their Cyber Security Room; A permanent installation at UKTI's London Victoria Street facility. The project required an innovative design and was to a tight schedule and budget.

To ensure the smooth running of an unusual request we will:

- Undertake a site survey of the proposed venue, meet and discuss requirements with venue managers and security staff.
 - Ascertain site logistics and availability of services through official venue suppliers. Brief our own crew as to the client's requirements and venue details through risk assessments, method statements and construction phase planning.
 - Make use of the stands modular components to allow on site changes.
- Provide all stakeholders with a timeline highlighting all key markers involved in the delivery.



H. How the bidder will show flexibility within stand design to accommodate late changes without incurring additional costs.

By utilising our actioned time line through regular monitoring we will issue key stage markers to

indicate absolute cut off dates where changes will incur additional costs or late order surcharges imposed by official service providers.

The modularity of our design enables us to make alterations to elements of the stand such as plinths, exhibitor display walls and meeting room configuration right up to the agreed handover without impacting on the agreed cost of the project.

Through our regular meetings with the DSO event manager we are able to anticipate any late requests and can make an allowance for a limited amount of 'spare' components, furniture and audio visual equipment within the agreed budget where we know requirements cannot be confirmed prior to shipping deadlines.

Wherever possible our agreed handover of the finished stand allows for a 24hr period before official show opening where minor changes can be made as we maintain a full build crew until opening day. During the show period changes can be made but we would advise that these take place either prior to or after the show opening hours.

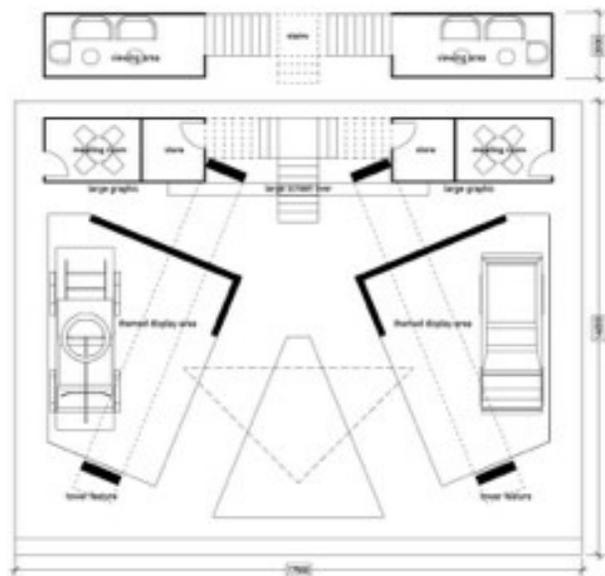
Through our worldwide association with many local suppliers and our relationship with event organisers we can facilitate most requests in a realistic time frame.

Edge Exhibition Design Limited

Category A proposal - DSEI



- UK branded tower features
- platform and flooring throughout
- strengthened under large exhibits
- large central display screen
- themed product display areas
- hanging banner over
- integral lighting
- themed backdrop graphics
- meeting rooms and viewing area
- lectern and PA system
- interactive audio visual presentations
- separate technical storage areas

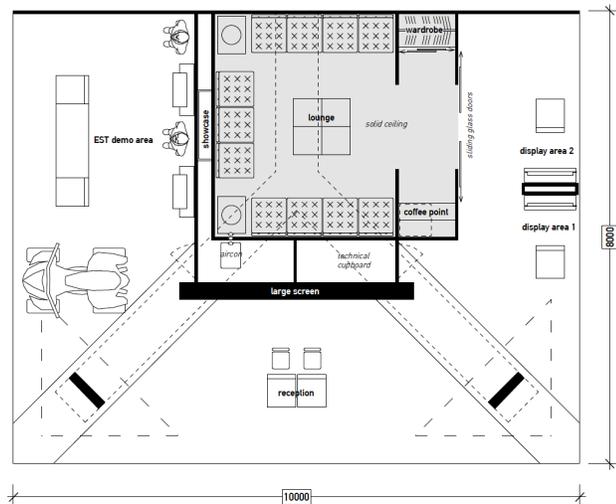


Edge Exhibition Design Limited

Category A proposal - IDEX



- UK branded tower features
- platform and flooring throughout
- full height rear wall
- large central display screen
- themed product display area
- plinths for smaller products
- wall mount display modules
- backdrop full wall graphics
- hanging banner over
- integral lighting
- reception desk with PA system
- interactive audio visual presentations
- separate technical storage areas
- formal meeting room with ceiling
- coffee point and wardrobe

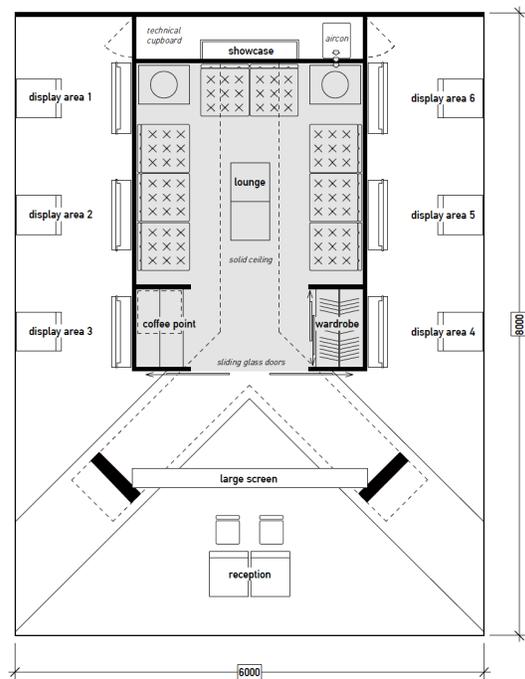


Edge Exhibition Design Limited

Category B proposal - typical stand



- UK branded tower features
- platform and flooring throughout
- full height rear wall
- large central display screen
- plinths for smaller products
- wall mount display modules
- backdrop full wall graphics
- integral lighting
- reception desk with PA system
- interactive audio visual presentations
- separate technical storage areas
- formal meeting room with ceiling
- coffee point and wardrobe



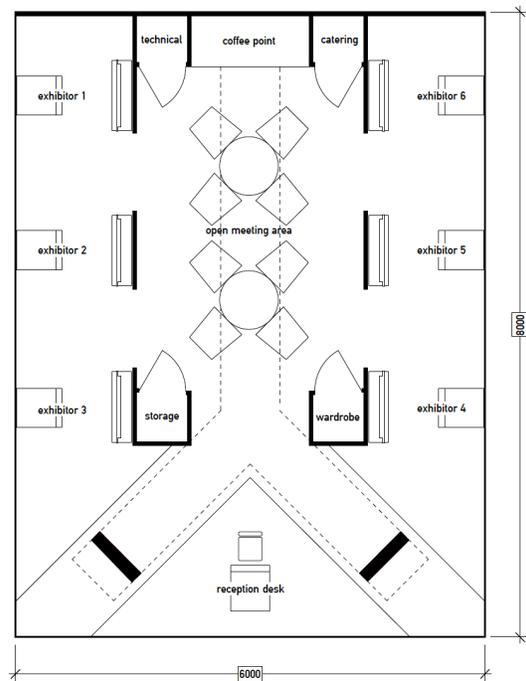
Edge Exhibition Design Limited

Category C proposal - open lounge arrangement



- UK branded tower features
- full height rear wall
- plinths for exhibiting companies
- wall mount display modules
- backdrop full wall graphics
- integral lighting
- reception desk with PA system
- separate technical storage areas
- open meeting area
- coffee point and wardrobe

(The open plan lounge will back onto the typical Category B stand)



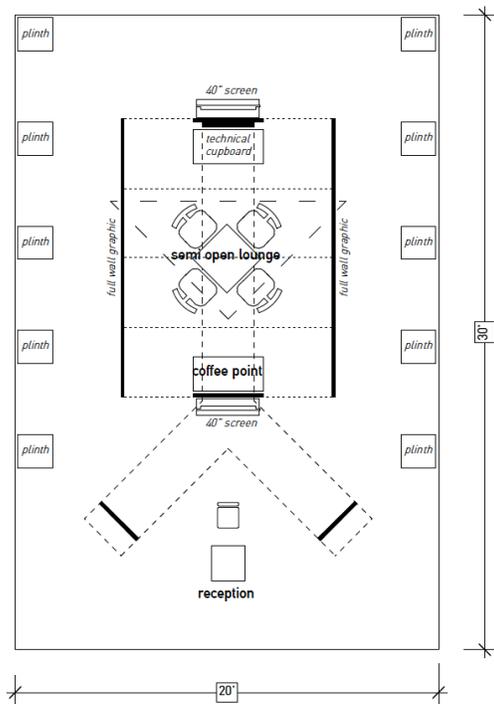
Edge Exhibition Design Limited

Category C2 proposal - lightweight version for USA and Japan



- UK branded tower features
- carpet direct to hall floor
- plinths for exhibiting companies
- wall mount modules with 40" screens
- backdrop full wall graphics
- integral lighting
- reception desk
- open meeting area
- coffee point

(This is an additional category to cover events in the USA and Japan)



Edge Exhibition Design Limited

Category A, B and C formal meeting room



- carpet and underlay throughout
- solid ceiling with lighting soffit
- sliding glass entrance doors
- air conditioning
- bespoke modular furniture
- bespoke corner units
- phone and tablet charging points
- feature wall with display case
- illuminated graphics
- wardrobe with hangers and shelf
- coffee unit with fridge
- water cooler and catering supplies
- waiter service

These rooms can also be themed to suit geographical locations



B3 - LOGISTICS AND PROGRAMME MANAGEMENT

A. How you will deliver best value on the programme management with reference to geographical coverage required.

We have broken the programme into six regional zones. In each zone we will manufacture and store bespoke stands built to the same specifications that will be located in and cover events in each region. These regions will be:

- Americas and Canada,
- UK and Europe,
- The Middle East and India
- North and South Africa,
- Japan and South Korea
- The Far East and Australia

This established method helps to reduce transportation, travel, freight and labour offering consistency, value for money and a reduced carbon footprint.

Each regional supplier will be selected from our approved supplier list and has been evaluated for quality, performance and cost. All our regional suppliers will be controlled by the Edge project manager who will also oversee site build.

An agreed schedule for each region will dictate the most efficient movement between events. For example the stand at BIDEK in Bahrain will then go to Dubai Airshow and the stand at SADEX in Seoul will go on to Defence & Security in Thailand.

Use of regional networks will also minimise the effect of exchange rate fluctuations throughout the course of the contract.

B. How will you resource and respond to last minute service requirements in response to VIP activities

With over ten years of experience dealing with both UKTI and DESO we understand the service level expected for VIP visitors and events. We have the facilities and network of associates worldwide to offer services and support upon demand including audio visual equipment, furniture, photography and catering.



The Edge project manager is always available as the first point of contact and will then liaise with the necessary supplier or contractor and our stand-by team to action any requirements immediately. This includes not only the support at the exhibition but any other venue or event such as official receptions, hotel meetings and press briefings.

Our proposal includes interactive audio visual equipment allowing for welcoming messages or briefing support imagery to be relayed onto screens at very short notice.

All our personnel will meet exacting stands for both dress and behaviour and understand fully the duties they will be undertaking.

As mentioned in Section B2-G, at Dubai Airshow 2015 Prime Minister, David Cameron, arrived a day before the opening to make a speech on the DSO Stand. Our team successfully brought all arrangements forward by 24 hours in coordination with the DSO team, which involved careful planning and tight security measures.

How will you set up and manage preferred supplier agreements to leverage available funds that maximise service levels and derived value with specific reference to global hubs and partners.

In accordance with our ISO9001:2008 accreditation and our Business Management System requirements, we have in place our approved supplier list providing a world wide network of exhibition specific contractors and service providers that is regularly audited and updated through performance feedback.



Our proposal maximises service levels and derived values through key agreements with our global partners that include, reduced storage charges, reduced transportation costs, reduced travel and reduced labour costs.

Our global network of partners has developed over thirty years in the business and has grown steadily through seventeen years of trading as Edge, adding like minded world class suppliers who have become part of our team and are essential to our continued success.

Although the majority of work is undertaken from our UK base with our UK partners, it is essential to combat growing transportation, travel and labour costs by collaborating with a global network. Our regional hubs are maintained through our worldwide partnerships with:

- Ocean Events for the UK and Europe
- DeModulari in Chile
- Octaplan in Brazil
- Expo Solutions in South Africa
- One Union in Dubai
- In 2 Design in Singapore
- Global Exhibitions in Australia
- Freeman in USA and Canada

Through our Business Management System suppliers of products, materials and services are selected on their ability to meet our requirements giving due consideration to the quality, statutory obligations, time scale and cost.

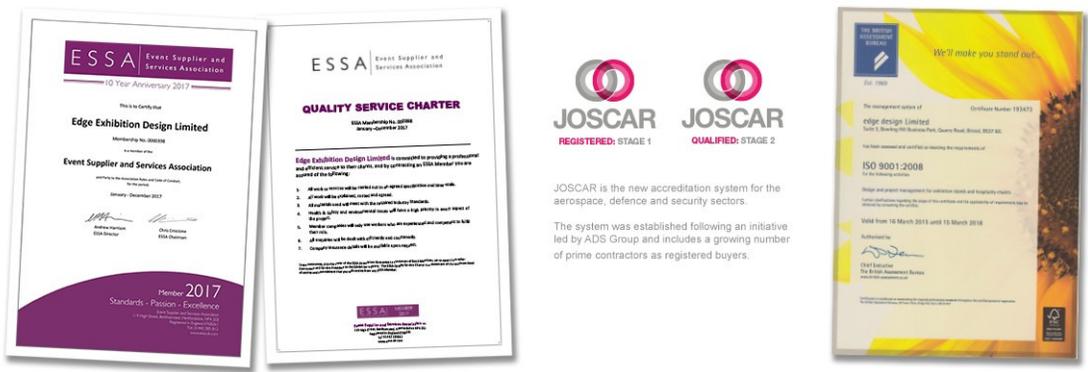
C. Your method of providing high quality logistics Services, evaluating your performance and driving continuous improvement in end to end delivery.

Through our ISO9001:2008 Business Management System we are able to monitor every aspect of our output through regular internal team meetings monitoring project status, management meetings monitoring departmental activities and internal audits of all business procedures including risk analysis and opportunities for improvement.

All our business activities are continually evaluated through our Business Management System audits and site reporting along with client feedback, both positive and negative that are reviewed during our meetings and actioned accordingly.

Regular progress meetings with the DSO team will be held in line with an agreed schedule to review the project time line and key markers, design issues, and budgetary control. Feed back forms will be issued and debrief meetings will take place post event to explore opportunities for improvement. Our membership of ESSA (event services and supplier association) ensures all procedures follow best practice guidelines and are backed up with their industry recognised Quality Service Charter. We also carry JOSCAR accreditation ensures that our business practice meets the highest criteria required to be part of a joint supplier agreement along with some of the countries largest Aerospace and Defence providers.

With the increasing risk of cyber crime we are currently in the process of our Cyber Essentials accreditation through the ADS recommended service provider.



D. Your method to review cost efficiencies and look to reducing costs in year two and on going.

Through initial investment in reusable modular stand build components and procuring global partners to undertake a series of events for an agreed cost we are able to effectively manage cost efficiencies and offer value for money. As many of the events on the programme are on a two-year cycle this further enables us to reduce cost through reuse.

By strategically managing the logistics of regional stand components and adhering to agreed key markers in event scheduling we will be able to offer a year on year cost saving as follows:

- An overall saving of 5% in year two.
- An overall saving of 10% in year three.
- An overall saving of 5% in year four as there will be reinvestment for component refurbishment.
- An overall saving of 10% in year five.

We have allowed for exchange rate fluctuation and contingency plans to reflect the global economic uncertainty as well as specific events with historically high prices within our calculations.

B6 - FINANCIAL MANAGEMENT

A. How you will apply discipline to financial management including banking debt and cash flow, with appropriate segregation of duties.

All of our financial activities are handled by our bookkeeper who is responsible for all accounts related procedures including all purchase and sales invoicing through Xero real time accounting software on a dedicated secure computer. She will issue monthly profit and loss statements along with individual client and supplier status reports for review by senior management at our regular monthly meetings. The principle point of contact is able to access this information at any time and report back to DSO. We have held a UK sterling bank account with NATWEST for seventeen years and through diligent cash flow management have never had the need to utilise our agreed overdraft facility. In addition we have also held a US dollar account with NATWEST for fifteen years in which we maintain a small reserve that enables us to make and receive dollar payments without incurring exchange rate fluctuations.

Our NATWEST account allows us 24 hour online secure banking facilities along with 24 hour phone support through their business relations team. The online app also allows us to access account information through smart phones and tablets offering access to account information whilst out of the office.

All of our HMRC tax related financial activities are handled by our off site accountants. This includes salaries, PAYE and national insurance calculations, quarterly VAT returns, year end returns and corporation tax.

We also have the facility to receive credit card payments through World Pay allowing secure online transactions to be made globally.

B. How will you ensure:

i) Submission of timely and accurate invoicing and closure of projects upon completion.

Through our ISO9001:2008 Business Management System we have a robust method of financial management. By allocating all individual projects a unique job code we are able to monitor all purchasing and invoicing related to the event and gives access to real time financial reporting that can be shared with the DSO team.

Our bookkeeper will issue invoicing electronically through our Xero accounting software that corresponds with our unique job code and the DSO purchase order number in accordance with the agreed project time line and payment schedule. Each invoice will relate to an itemised quotation supplied for each event, and in turn, the Pricing Schedule within this tender.

On completion of a project the financial status will be reviewed through our in-house debriefing and site monitoring reports along with purchasing information issued by our bookkeeper. A post show report will be issued highlighting cost status, areas for improvement and future cost savings. This will then be relayed to the DSO event manager at the wash up meeting prior to final invoicing and subsequently the event being designated as 'closed'.

ii) Submission of preparation of timely and accurate information including being able to report against the current contractual position.

As part of our Business Management System we undertake weekly meetings to review current job status that includes financial reporting from the Edge project manager responsible for the event. These are backed up with monthly meetings where senior management review financial reporting from our bookkeeper including profit and loss accounting, cash flow projections and client account status. These processes are audited both in house and externally to ensure best practice is maintained.

We are JOSCAR accredited (Joint Supply Chain Accreditation Register) which ensures that our business practice meets the highest criteria required to be part of a joint supplier agreement along

with some of the countries largest Aerospace and Defence providers.

Through our Xero accounting system we can review in real time the financial status of the current contractual position and report back to DSO. At the end of each contract year we will submit a schedule of the costs for the forthcoming year's events including the projected savings.

iii) Tracking, controlling and managing budgets, including management of exchange rates. Include a budget template you propose to use for the tracking of budgets.

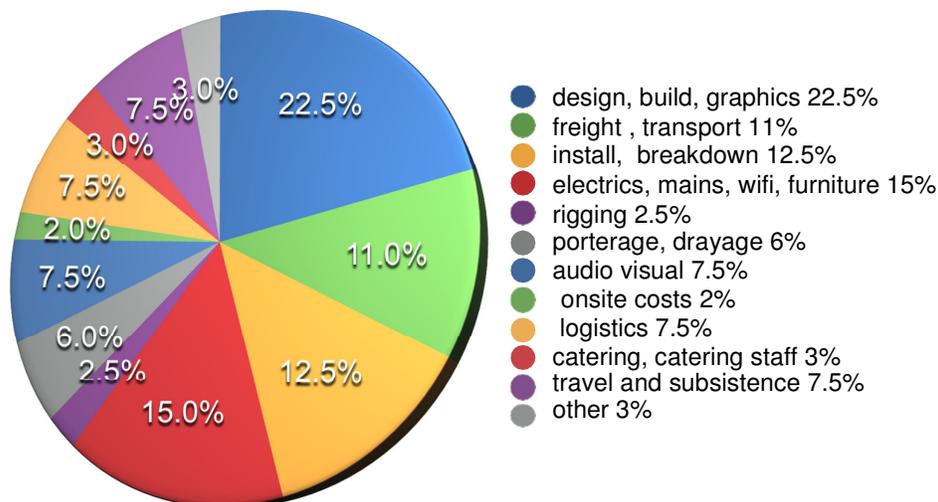
Our budgetary controls stem from our seventeen successful years of trading in the Aerospace and Defence industry and the experience we have in proportional allocation of costs both on a project requirement basis and global location.

Through costs savings that we can offer by shared services and logistics we do not allocate a daily rate for service providers as we are able to utilise their time in a more specific manner and offer a cost saving by spreading their time over a number of clients at any one particular event. These costs also differ geographically and as with our own time will be different for office or site based time.

We have devised a formula for dividing an allocated budget across the key elements required and breaking these down into percentages. We also use these key elements as a template for our overriding budgetary control. These key elements are as follows:

- **design, build and graphics** - edge design time, workshop production time, purchases of materials, graphic design time and graphic production.
- **freight and transport** - sea freight, air freight, road freight and contractor charges
- **install and breakdown** - labour costs for carpenters, decorators, graphic technicians and edge site time
- **electric mains, electric fittings, wifi and furniture** - official supplier costs and labour charges for site services and furniture rental/purchase
- **rigging** - official supplier costs and labour chargers
- **porterage and drayage** - official contractor charges and specialist equipment
- **audio visual** - rental of equipment and specialist labour
- **on site costs** - order surcharges, additional requests and local taxes
- **logistics** - edge project management time, supplier liaison and storage
- **catering** - equipment, supplies and staff
- **travel and subsistence** - flights, taxis, accommodation and subsistence
- **other** - cleaning, floral, air-conditioning and photography

Our budget template for individual events and is broken down as follows:



Guideline Budget Template

As the contract will start part way through Financial Year 01, we have taken this as a seven month period. We have calculated the following costs based on the three event categories, A, B & C we have shown in section B2.

Year 01 - Initial Investment, Management, Set-Up Fees, Large DSEI Stand
- 15 Shows split over three event categories - Total £605,000.00

Year 02 - Further investment, Second year of event cycle
- 27 Shows split over three categories - Saving of 5% - Total £1,140,000.00

Year 03 - Two year cycle of shows begins to repeat, allowing the full benefits of investment and further cost reduction
- 31 Shows split over three categories - Saving of 10% - £1,080,000.00

Year 04 - Second year of event cycle – Components will require refurbishment, renewal and upgrades to be included in costs.
- 27 Shows split over three categories - Saving of 5% - £1,140,000.00

Year 05 - Two year cycle of shows repeats, allowing the full benefits of investment, further cost reduction and greater cost efficiencies.
- 31 Shows Split Over 03 Categories - Saving of 10% - Total £1,080,000.00

Cost efficiencies include the following:

- Regional hubs to reduce shipping and labour costs.
- Regional hubs to minimise exchange rate fluctuation.
- Investment - Initial purchases allow cost reductions over the term of the contract.
- Spare inventory where possible.
- Built in contingency plans for possible increases in the number of events and event costs.
- Minimal overheads - As an SME we maintain low operating costs.
- Year-on-year fixed price contracts with suppliers and sub-contractors.
- Shared costs with existing clients - Many of our clients, including ADS, exhibit at the same events as DIT DSO.
- Within our figures we have allowed for exchange rate fluctuation and inflation.
- We have also included further contingency plans to allow for the diversity of the event schedule and specific events with historically high prices.

We have based the average number of events in each year at 31.

The three event categories A, B and C have been broken down as follows:

Typical Average Year

05 x Category A Events at an average cost of £55,000.00 - Total = £275,000.00

06 x Category B Events at an average cost of £25,000.00 - Total = £150,000.00

20 x Category C Events at an average cost of £34,000.00 - Total = £680,000.00

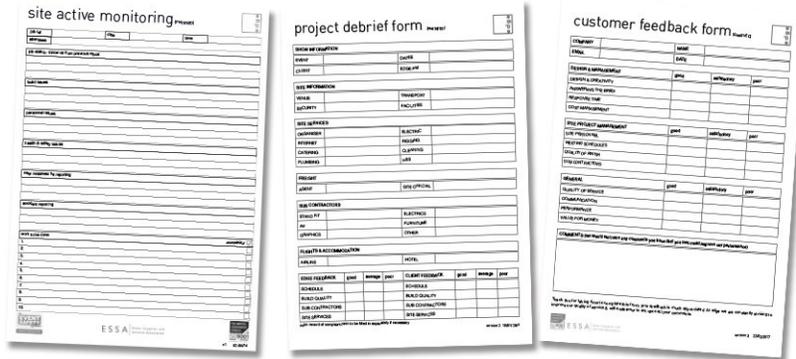
Total average annual cost for 31 events = £1,105,000.00

Through our global network of approved suppliers we are able to negotiate long term agreements that enable scheduled payments to be made through currency transactions that are timed to limit the influence of currency transactions.

We also hold a small reserve of US dollars that give us the facility to make direct currency payments, which minimalises the effects of any exchange rate fluctuations.

iv) Recognising, tracking and managing opportunities and risks so that benefits are passed on to DIT.

The fundamental principle of our ISO9001:2008 Business Management System is to form a framework for setting, monitoring, reviewing and achieving our objectives and seek continual improvement in our effectiveness and performance through regular analysis of risk and opportunities for improvement.



Through regular feedback and audit we can monitor areas for improvement and where cost saving opportunities arise that can be passed on to DIT.

As we have an existing client base that includes ADS, QinetiQ and Chemring who attend the same events as DIT on the Defence and Security schedule we can offer cost saving opportunities through shared resources, shipping and labour. With existing contracts in place with these clients we already have a schedule of events programmed and can therefore predetermine where costs savings through shared resources can be achieved.

v.) How will you procure Goods and Services, as well as sourcing appropriate capable contractors, to support the delivery Programme in a manner that ensures the highest quality and value for money and regularly review and improve supply arrangements.

Through our experience in this industry we understand that at most events we have to use the organiser approved suppliers for site services such as electrics, rigging, cleaning, and catering, and in the North America, stand build labour. We are in a fortunate position that we have worked in most of the venues listed on the DSO events schedule and have detailed feed back information on the quality and performance of the approved suppliers that we have worked with. In many cases we have built up a strong working relationship giving us access to preferential treatment in respect of response time.

As part of our business management system we have in place a method of review that forms our own approved supplier list that is regularly audited and updated. Our approved suppliers are based in regions around the world and offer best value for money along with the reassurance of quality. We have worked with all our approved suppliers for a number of years and are able to negotiate long-term agreements that can offer cost savings to DIT.

Each of our stand designs is sent to our contractors with a comprehensive specification and detailed technical drawings. These documents detail the high quality of material, construction and quality required by our clients and ourselves.

supplier evaluation form

Supplier Name: _____

Address: _____

Contact: _____

Product/Service: _____

Quantity: _____

Price: _____

Lead Time: _____

Quality: _____

Delivery: _____

Customer Service: _____

Overall Rating: _____

edge supplier contract

Supplier Name: _____

Contract No: _____

Product/Service: _____

Quantity: _____

Price: _____

Lead Time: _____

Quality: _____

Delivery: _____

Customer Service: _____

Overall Rating: _____

approved supplier list

Supplier Name	Address	Contact	Product/Service	Quantity	Price	Lead Time	Quality	Delivery	Customer Service	Overall Rating
Supplier 1	Address 1	Contact 1	Product 1	Quantity 1	Price 1	Lead Time 1	Quality 1	Delivery 1	Customer Service 1	Overall Rating 1
Supplier 2	Address 2	Contact 2	Product 2	Quantity 2	Price 2	Lead Time 2	Quality 2	Delivery 2	Customer Service 2	Overall Rating 2
Supplier 3	Address 3	Contact 3	Product 3	Quantity 3	Price 3	Lead Time 3	Quality 3	Delivery 3	Customer Service 3	Overall Rating 3
Supplier 4	Address 4	Contact 4	Product 4	Quantity 4	Price 4	Lead Time 4	Quality 4	Delivery 4	Customer Service 4	Overall Rating 4
Supplier 5	Address 5	Contact 5	Product 5	Quantity 5	Price 5	Lead Time 5	Quality 5	Delivery 5	Customer Service 5	Overall Rating 5



All the suppliers on our approved list are reviewed on their performance after every event through our site monitoring and feed back forms completed by our own on site project manager.

IN WITNESS of which this Agreement has been duly executed by the parties.

Signed duly authorised for and on behalf of the

Contractor Signature:

.....

Name:

Position:

Date:.....

Signed for and on behalf of the **Authority**

Signature:

Name:

Position:

Date