



Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule 4.1 – Sub-Contractors

Secure English Language Testing Services

Trinity College London

DOCUMENT LIST

Volume	Title
	Concession Agreement
Schedules to Concession Agreement	SCHEDULE 1 Definitions
	SCHEDULE 2 Concession Requirement 2.1 Authority's Requirements 2.2 Security 2.3 Service Levels, Performance and Liquidated Damages
	SCHEDULE 3 Concessionaire's Solution
	SCHEDULE 4 Concessionaire Matters 4.1 Sub-Contractors 4.2 Commercially Sensitive Information
	SCHEDULE 5 IPR 5.1 Intellectual Property Rights
	SCHEDULE 6 Mobilisation 6.1 Mobilisation and Permit to Operate
	SCHEDULE 7 Financial Matters 7.1 Fees 7.2 Form of Guarantee
	SCHEDULE 8 Governance & Process 8.1 Governance and Contract Management 8.2 Change Control Procedure 8.3 Dispute Resolution Procedure 8.4 Audits, Records and Assurance 8.5 BCDR Plan 8.6 Exit Management 8.7 Management Information
	SCHEDULE 9 Personnel Matters 9.1 Personnel Transfer 9.2 Personnel and Key Representatives 9.3 Personnel Clearance Procedure

CONTENTS

1. INTRODUCTION4

2. CONCESSIONNAIRE’S SUB-CONTRACTORS4

ANNEX 4.1-1.....6

1. INTRODUCTION

- 1.1 This Schedule sets out the provisions regarding the Concessionaire's ability to appoint and change Sub-contractors.

2. CONCESSIONNAIRE'S SUB-CONTRACTORS

2.1 Concessionaire Sub-contractors:

- 2.1.1 The Concessionaire will remain liable at all times for all acts or omissions of its Sub-contractors arising out of or in connection with the Concession Agreement.
- 2.1.2 The Concessionaire shall ensure that each Sub-contract imposes or confers (as applicable) on that Sub-contractor the terms, conditions and obligations of this Concession Agreement as they apply to the Concessionaire, and the Concessionaire Staff, that are relevant to the performance by that the Sub-contractor of its obligations to the Concessionaire:
- 2.1.3 The Concessionaire shall, as soon as is reasonably practicable, notify the Authority of any proposed new Sub-contract or material amendment to an existing Sub-contract.

Replacement of Concessionaire Sub-contractors

- 2.2 If the Authority has reasonable grounds for concern about the performance of any Sub-contractor, the following procedure shall apply:
- a) the Authority shall notify the Concessionaire of such concerns, stating its reasons;
 - b) the Concessionaire shall have five (5) Working Days or such other reasonable period as the Parties shall agree in which to investigate matters stated in the notice and discuss its findings with the Authority; and
 - c) following such discussion, if the Authority is not satisfied and has reasonable grounds to require the replacement of the Sub-contractor, the Concessionaire shall in accordance with an agreed plan (including a reasonable timetable) agreed between the Parties cease using such Sub-contractor to provide the Concessionaire's Solution and shall implement the plan to ensure that the Authority's Requirements continue to be fulfilled.

Approval of Sub-contractors

- 2.3 The Parties agree that the Sub-contractors listed and described as such in Annex 4.1-1 to this Schedule are approved by the Authority as Sub-contractors as at the PTO Commencement Date.
- 2.4 Save for the Sub-contractors identified in Paragraph 2.3 above, the Concessionaire shall obtain the Authority's prior written approval to appoint any Sub-contractor during the Term.

Provisions in relation to Sub-contractors

- 2.5 The Concessionaire shall notify the Authority of any change affecting the Sub-contract or Sub-contractor which may have a material impact on the fulfilment of the Authority's Requirements, together with all reasonable information to enable the Authority to consider the likely impact of the change, and the Parties shall discuss and seek to agree ways in which any adverse impact may be minimised.

Directly managed UK Test Centre

- 2.6 The Concessionaire shall only sub-contract their services to fulfilment of the Authority's Requirements, within Region 1 – Rest of the World. All UK Test Centres are to be directly managed by the Concessionaire.

<Redacted>

ANNEX 4.1-1

SUB-CONTRACTORS

REST OF THE WORLD REGION –

Sub-contractor Name	Scope of Sub-contract	Confirm if Material Y/N	Territory
Not Applicable			