



# Award Form



This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	<b>Buyer</b>	THE SECRETARY OF STATE FOR EDUCATION (the Buyer).  Its offices are on: Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT
2.	<b>Supplier</b>	Name: National Children's Bureau (" <b>NCB</b> " or " <b>Supplier</b> ") (of which Council for Disabled Children (" <b>CDC</b> ") is a part) Address: 23 Mentmore Terrace, London E8 3PN Registration number: 952717
3.	<b>Contract</b>	This Contract between the Buyer and NCB as the lead supplier of the RISE Consortium is for the supply of Deliverables.
4.	<b>Contract reference</b>	<b>con_13718</b>
5.	<b>Deliverables</b>	The Supplier will be responsible for a programme of targeted performance improvement and national training for local areas with weaknesses in their multi-agency SEND system, as identified by Ofsted/CQC, as well as a What Works in SEND programme comprising research, development, and dissemination of resources and models of effective practice to build an evidence base for exemplary practice within the sector.  See Schedule 2 (Specification) for further details.
6.	<b>Start Date</b>	1 <sup>st</sup> April 2022
7.	<b>End Date</b>	31 <sup>st</sup> March 2025
8.	<b>Extension Period</b>	Two possible extensions each up to 12 months in length.
9.	<b>Incorporated Terms</b>  (together these documents form the 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:  1. This Award Form 2. Any Special Terms (see <b>Section 10 Special Terms</b> in this Award Form) 3. Core Terms (version 1.0) 4. Schedule 1 (Definitions)



		<p>5. Schedule 2 (Specification)</p> <p>6. Schedule 3 (Charges)</p> <p>7. Schedule 4 (Tender)</p> <p>8. Schedule 5 (Commercially Sensitive Information)</p> <p>9. Schedule 13 (Contract Management)</p> <p>10. Schedule 14 (Business Continuity and Disaster Recovery)</p> <p>11. Schedule 16 (Security)</p> <p>12. Schedule 19 (Cyber Essentials Scheme)</p> <p>13. Schedule 20 (Processing Data)</p> <p>14. Schedule 21 (Variation Form)</p> <p>15. Schedule 22 (Insurance Requirements)</p> <p>16. Schedule 25 (Rectification Plan)</p> <p>17. Schedule 26 (Corporate Social Responsibility)</p> <p>18. Schedule 27 (Key Subcontractors)</p> <p>19. Schedule 30 (Exit Management)</p>
10.	<b>Special Terms</b>	Not Applicable
11.	<b>Buyer's Environmental Policy</b>	Available on request
12.	<b>Buyer's Security Policy</b>	Schedule 16
13.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 2 (Specification)
14.	<b>Commercially Sensitive Information</b>	Schedule 5
15.	<b>Charges</b>	Details in Schedule 3 (Charges)
16.	<b>Reimbursable expenses</b>	Yes see Schedule 3 (Charges).
17.	<b>Payment method</b>	Invoices raised monthly in arrears.
18.	<b>Service Levels</b>	Not applicable
19.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
20.	<b>Liability</b>	In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than £5 million



21.	<b>Cyber Essentials Certification</b>	<ul style="list-style-type: none"> <li>[Cyber Essentials Scheme [Basic / Plus] Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)]</li> </ul>
22.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>The Supplier shall host and organise fortnightly programme management meetings for the first three (3) months of the duration of the contract with all consortium partners in Lot 1 including Lot 2 where appropriate. Meetings will then be held monthly thereafter.</li> <li>The Supplier shall provide the Buyer with Progress Reports that highlights monthly activities and financial management in arrears to be presented during the programme management meetings.</li> </ul>
23.	<b>Guarantee</b>	Not applicable
24.	<b>Supplier Contract Manager</b>	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>
25.	<b>Supplier Authorised Representative</b>	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>
26.	<b>Supplier Compliance Officer</b>	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>
27.	<b>Supplier Data Protection Officer</b>	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>



28.	<b>Supplier Marketing Contact</b>	<div></div> <div></div> <div></div> <div></div>
29.	<b>Key Subcontractors</b>	<div></div> <div></div> <div></div> <div></div>
30.	<b>Buyer Authorised Representative</b>	<div></div> <div></div> <div></div> <div></div>



For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	<div></div> <div></div>	Name:	<div></div> <div></div>
Role:	Director for Council for Disabled Children	Role:	Senior Category Manager for SEND, Behaviour and Exclusion and Early Years
Date:		Date:	



# Core Terms – Mid-tier



# 1. Definitions used in the contract

1.1 Interpret this Contract using Schedule 1 (Definitions).

# 2. How the contract works

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form). If allowed by the Regulations, the Buyer can:

- make changes to Award Form
- create new Schedules
- exclude optional template Schedules
- use Special Terms in the Award Form to add or change terms

2.2 The Contract:

- is between the Supplier and the Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Award Form

2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.6 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

# 3. What needs to be delivered

## 3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Tender Response and the Contract
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law





3.1.2 In the event that a level of warranty is not specified in the Award Form, the Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

## 3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

## 3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of the Contract.



3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## 4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.

4.2 All Charges:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.

4.4 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)

4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.7 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more



- favourable terms offered for the relevant items; or
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.8 If the Buyer uses Clause 4.7 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.9 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Charges excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## 5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from a Buyer Cause:

- the Buyer cannot terminate the Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause
- mitigated the impact of the Buyer Cause

## 6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract for 7 years after the End Date and in accordance with the GDPR.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.



6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Buyer and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

## 7. Supplier staff

7.1 The Supplier Staff involved in the performance of the Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## 8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform the Contract
- the Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract
- it is not impacted by an Insolvency Event

8.2 The warranties and representations in Clauses 2.6 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.



8.3 The Supplier indemnifies the Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## 9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under the Contract is owned by the Buyer. The Supplier hereby assigns to the Buyer, with full title guarantee, title to and all rights and interest in all New IPRs or shall ensure that the first owner of the New IPRs assigns them to the Buyer on the same basis. The assignment under this Clause 9.2 shall either take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPRs, as appropriate. The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Buyer under this Contract. The Supplier shall maintain a record of any New IPR and keep this updated throughout the Contract Period, providing a copy of the same to the Buyer upon request.

9.3 The Buyer gives the Supplier a licence to use any Buyer's Existing IPRs and the New IPRs for the purpose of fulfilling its obligations during the Contract Period only, including the right to grant sub-licences to Subcontractors for the same purpose provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality). Any use by the Supplier or any Subcontractors of the New IPRs for any other purpose or outside the Contract Period shall be subject to the Approval of the Buyer who may as part of such Approval impose such reasonable conditions as it determines.

9.4 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.



9.5 Any use by the Supplier (or any Subcontractor) of any Third Party IPR in the delivery of the Deliverables shall be subject to an Approval process (“**Approval Process**”), and the granting to the Buyer by the owner or an authorised licensor of a licence (“**Third Party IPR Licence**”) to use the same on terms, to be agreed between the Parties in writing within thirty (30) days of the Effective Date. In the absence of agreement between the Parties of an Approval Process and form of Third Party Licence, the Third Party Licence shall be as specified in Clause 9.6 and if the Supplier cannot obtain for the Buyer a licence on the terms set out in Clause 9.6 in respect of any Third Party IPR the Supplier shall:

- notify the Buyer in writing and provide details of the licence terms that can be obtained; and
- use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the licence terms acceptable, acts authorised and the specific IPR involved.

9.6 Subject to the provisions of Clause 9.5, the Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

9.7 Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.8 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.9 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer’s sole option, either:

- obtain for the Buyer to continue using the relevant item in accordance with the rights in this Clause 9 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don’t infringe IPR without adversely affecting the functionality or performance of the Deliverables

## 10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months’ written notice before the Contract expires.

### 10.3 Ending the contract without a reason

10.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier at least 90 days’ notice and if it’s terminated Clause 10.5.2 to 10.5.7 applies.



## 10.4 When the Buyer can end the Contract

10.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Default that is not corrected in line with an accepted Rectification Plan
- the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to the Contract
- there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract
- there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)
- there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing
- there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- The Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them

10.4.2 If there is a Default, the Buyer can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.3 When the Buyer receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.5 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

## 10.5 What happens if the contract ends

Where the Buyer terminates the Contract under Clause 10.4.1 all of the following apply:





10.5.1 The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## 10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates the Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

## 10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer





## 10.8 Partially ending and suspending the contract

10.8.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

10.8.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.3 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

## 11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Award Form.

11.2 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.3 In spite of Clause 11.1, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law

11.4 In spite of Clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Schedule 7 (Staff Transfer) of the Contract.

11.5 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.

11.6 When calculating the Supplier's liability under Clause 11.1 the following items will not be taken into consideration:



- Deductions
- any items specified in Clause 11.4

11.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Schedule 26 (Corporate Social Responsibility).

12.2 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## 13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

## 14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier



- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless the Buyer is at fault.

14.8 The Supplier:

- must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it
- indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## 15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract.



The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to
- if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information and any Information which is exempt from disclosure by Clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## 16. When you can share information

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

## 17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.



## 18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## 19. Other people's rights in the Contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## 20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

## 21. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## 22. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.



## 23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

23.3 When the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

## 24. Changing the contract

24.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by the Buyer

24.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 The Buyer is not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as



reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

## 25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

25.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## 26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.





26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

## 27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to the Buyer on request
- if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to the Contract
- suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:





- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

## 28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## 29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

## 30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## 31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or



any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

## 32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.



32.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## 33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

## 34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Buyer refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of the Contract during any Dispute.



## **35. Which law applies**

This Contract and any issues arising out of, or connected to it, are governed by English law.



## Schedule 1 (Definitions)

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
  - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
  - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
  - 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
  - 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in
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	respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>"Approval Process"</b>	has the meaning given to it in Clause 9.5 (Intellectual Property Rights or IPRs);
<b>"Audit"</b>	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</li> <li>i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</li> <li>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 Buyer has used its resources.</li> </ul>
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>a) the Buyer's internal and external auditors;</li> <li>b) the Buyer's statutory or regulatory auditors;</li> </ul>



	<p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Buyer Cause"</b>	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Contract"</b>	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
<b>"Contract Period"</b>	the Contract Period in respect of the Contract;
<b>"Central Government Body"</b>	<p>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:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;





<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
<b>"Contract"</b>	the contract to be entered into between the Buyer and the Supplier for the provision of the Deliverables;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities and contract data;
<b>"Contract Period"</b>	the term of the Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	the Buyer's standard terms and conditions for common goods and services which comprise one part of the Contract the full title of which is Core Terms – Mid-tier version 1.0;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:





	<p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day or Work Man, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>a) Overhead;</li> <li>b) financing or similar costs;</li> <li>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>d) taxation;</li> <li>e) fines and penalties;</li> <li>f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and</li> <li>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>"Crown Body"</b>	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons,</p>



	commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
<b>"Default"</b>	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the <b>"Disaster Period"</b> );
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);



<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:  a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables  b) is required by the Supplier in order to provide the Deliverables; and/or  c) has been or shall be generated for the purpose of providing the Deliverables;
<b>"DOTAS"</b>	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;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of:  a) the Expiry Date (as extended by any Extension Period exercised by the Buyer under Clause 10.2); or  b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"End User"</b>	a person that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;



<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Charges; or  ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or  iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	the date of the end of the Contract as stated in the Award Form;
<b>"Extension Period"</b>	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Award Form;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:  acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;  a) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;  b) acts of a Crown Body, local government or regulatory bodies;  c) fire, flood or any disaster; or  d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:  i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;  ii) 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; and  iii) any failure of delay caused by a lack of funds;
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;



<b>"Award Form"</b>	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
<b>"Incorporated Terms"</b>	the contractual terms applicable to the Contract specified in the Award Form;
<b>"Special Terms"</b>	any additional terms and conditions specified in the Award Form incorporated into the Contract;
<b>"Tender Response"</b>	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:  i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;





<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with the Award Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of the Contract specified in the Award Form;
<b>"Insolvency Event"</b>	<ul style="list-style-type: none"> <li>a) in respect of a person:</li> <li>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> </ul>



	<p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Award Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;



<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</li> <li>c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,</li> </ul> <p>and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;</p>
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680)
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Lots"</b>	the number of lots specified in Schedule 2 (Specification), if applicable;
<b>"Marketing Contact"</b>	shall be the person identified in the Award Form;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<ul style="list-style-type: none"> <li>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</li> </ul> <p>but shall not include the Supplier's Existing IPR;</p>





<p><b>"Occasion of Tax Non –Compliance"</b></p>	<p>where:</p> <ul style="list-style-type: none"> <li>a) any tax return of the Supplier 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: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier 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;</li> <li>ii) the failure of an avoidance scheme which the Supplier 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</li> </ul> </li> <li>b) any tax return of the Supplier 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 Start Date or to a civil penalty for fraud or evasion;</li> </ul>
<p><b>"Open Book Data"</b></p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Award Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Supplier Profit achieved over the Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> </ul>



	h) the actual Costs profile for each Service Period;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted within by Law;
<b>"Party"</b>	the Buyer or the Supplier and <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Award Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Award Form;
<b>"Prohibited Acts"</b>	<ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or</li> <li>c) committing any offence: <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or</li> </ul> </li> </ul>



	d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
<b>"Protective Measures"</b>	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>a) the nature of the data to be protected</li> <li>b) harm that might result from Data Loss Event;</li> <li>c) state of technological development</li> <li>d) the cost of implementing any measures</li> </ul> <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
<b>"Recall"</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Schedule 25 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> <li>a) full details of the Default that has occurred, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Default; and</li> <li>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ul>
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.2 to 10.4.4 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>



<b>"the Buyer's Confidential Information"</b>	c) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);  d) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and  information derived from any of the above;
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables , whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Schedule 22 (Insurance Requirements);
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;



<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Award Form;
<b>"Services"</b>	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>"Special Terms"</b>	any additional Clauses set out in the Award Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
<b>"Standards"</b>	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 2 (Specification); c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
<b>"Start Date"</b>	the date specified on the Award Form;





<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
<b>"Supplier"</b>	the person, firm or company identified in the Award Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
<b>"Supplier's Confidential Information"</b>	<ul style="list-style-type: none"> <li>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract;</li> <li>c) Information derived from any of (a) and (b) above;</li> </ul>
<b>"Supplier's Contract Manager"</b>	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
<b>"Supplier Non-Performance"</b>	<p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> <li>a) Achieve a Milestone by its Milestone Date;</li> <li>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</li> <li>c) comply with an obligation under the Contract;</li> </ul>



<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Schedule 18 Supply Chain Visibility;
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Third Party IPR Licence"</b>	has the meaning given to it in Clause 9.5 (Intellectual Property Rights or IPRs);
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;



<b>"Transparency Information"</b>	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for –  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and  (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Schedule 21 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
<b>"Work Day"</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Work Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;





## Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

This schedule outlines the Buyer's requirements with the Supplier's response to the Targeted Performance Intervention open tender procurement specification. The contract will be managed by The Council for Disabled Children (CDC) as the Lead Delivery Partner and accountable organisation. Consortium partners are comprised of CDC, National Development Team for Inclusion (NDTi), Isos Partnership and Warwick University.

Detailed in this schedule (Specification) is the overarching programme requirements for the Targeted Performance Intervention Contract for approval. Consortium partners have been requested to develop proposals based on Lot requirements and the breakdown of costs for the requirements can be found in Schedule 3 (Charges).

### 1. Introduction

- 1.1. The primary objective of this contract is to accelerate improvement in the quality and consistency of local area SEND service delivery for children, young people and their families; and reduce the current variation in local area performance as evaluated by the Ofsted/CQC inspection framework.
- 1.2. Our intention is that this programme would lead to:
  - 1.2.1. fewer local areas having identified significant weaknesses when inspected by Ofsted/CQC, and
  - 1.2.2. more local areas having made significant progress at their Revisit (or equivalent under the new inspection framework).
- 1.3. To achieve this, we have awarded one contract with two lots of work:
  - 1.3.1. A programme of targeted performance improvement and national training for local areas with weaknesses in their multi-agency SEND system, as identified by Ofsted/CQC.
  - 1.3.2. Learning systems development comprising research, development, and dissemination of resources and models of effective practice to build an evidence base for exemplary practice within the sector
- 1.4. The Delivery Partner will be responsible for the delivery of a bespoke programme across two lots that includes multiple distinct elements. DfE did not specify how the bespoke programme should be delivered to encourage innovation in designing and developing



the programme. However the Delivery Partner will need to apply the requirements as set out below in order to achieve DfE's aims and objectives

1.5. Underpinning the requirements (Lot 1) will be the three broad areas of focus and anticipated outcomes for this programme:

- 1.5.1. **Strategic Leadership.** The need for system leaders to work together to strategically plan and jointly commission SEND services based on an accurate and graduated assessment of needs in their area. Embedding their role in establishing and encouraging multi-agency working and driving evidence-based improvements to services, underpinned by strategic workforce development and management, and strategic co-production with children, young people and their families.
- 1.5.2. **Effective Practice.** Embedding effective delivery of high-quality and inclusive education, health, and care services by knowledgeable and skilled multi-agency practitioners who understand the needs of the SEND children and young people they work with, and how to meet those needs effectively with co-produced and evidence-based provision.
- 1.5.3. **Enriching Experience.** Improving the experience, progress and outcomes for children and young people with SEND and their families from early years to adulthood. Ensuring their needs are identified early and they are given the right help at the right time, so they make sustained progress; are well-prepared for their next steps in education, employment, and their adult lives; and achieve good outcomes physically, mentally and socially.



**2. Table 1 of Programme Requirements - for the duration of this contract that must be delivered but is not limited to;**

Lot 1 A Requirement	A - Design and deliver a programme of targeted performance improvement for local areas with weaknesses in their multi-agency SEND system.
<b>Detailed Requirements</b>	<p>RISE will be required to develop a targeted performance improvement programme, designing the structure and components to actively address the specific areas of underperformance and weaknesses in local area (LA) SEND services, as identified by Ofsted/CQC, DfE Case Leads and SEND Advisers.</p> <p>RISE will work with allocated local areas, DfE officials and SEND Advisers to identify root causes of the identified underperformance; then propose, implement and embed reforms that resolve the underperformance such that there is clear and demonstrable improvement at Ofsted/CQC inspection or revisit (or equivalent under new framework) meetings and/or, DfE monitoring or review points.</p> <p><b>RISE will:</b></p> <ul style="list-style-type: none"> <li>A1 Design an overarching performance improvement framework that would lead to bespoke performance improvement packages being provided to local areas to address their area of significant weakness or underperformance as identified by Ofsted/CQC, DfE Case Leads and SEND Advisers under the three areas of focus above.</li> <li>A2 Ensure the packages, in all cases, include three stages of work; working with the relevant local area to: <ul style="list-style-type: none"> <li>A2.1 identify the root cause of the underperformance and propose a solution,</li> <li>A2.2 implement reforms/solutions that tackle the underperformance, and</li> <li>A2.3 embed the reforms within the local area.</li> </ul> </li> <li>A3 Recognise that local areas will be at varying stages in their improvement path and design the performance improvement package to be delivered in the context of the relevant broad area of focus above, tailored to address the local area's specific weakness or underperformance, and is suited to the stage the local area is at in its improvement path so it has the capacity to absorb the proposed reforms.</li> <li>A4 Ensure the performance improvement framework can be tailored to address a wide range of performance issues a local area may have on the improvement spectrum encompassed in the areas of focus above.</li> <li>A5 Work closely with key stakeholders, including NHS England, CCGs/Integrated Care Systems (ICSs), parent carer representatives and education settings in the design and delivery of the performance improvement packages.</li> </ul>



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| A6 | Agree with DfE a process for the allocation of these packages to local areas.  |
| A7 | Continue to develop and refine the components of the package to best meet sector needs and achieve DfE's objectives throughout the life of the programme, taking into account feedback from LAs and programme participants and DfE's developing policy priorities.   |
| A8 | Develop and agree with DfE a high-level delivery plan covering the duration of the contract term, taking into account the programme specification, aims and DfE priorities outlined in this requirement, and which shall be supplemented by annual detailed delivery plans as referenced under function E. |

### **Proposed Delivery Plan**

Lot 1 will be delivered by the Lead Delivery Partner CDC and NDTi.

The RISE Partnership will design an overarching performance improvement framework that will enable the provision of bespoke performance improvement packages to local areas with weaknesses in their multiagency SEND system. To do this they will:

- i. Work collaboratively with their national system partners (DfE, NHS England/Improvement, CQC and Ofsted, National Network of Parent Carer Forums) to develop and deliver a programme which draws from the CQC/Ofsted SEND inspection framework and outcomes.
- ii. Incorporate wider system policy changes such as the development of, and move to Integrated Care Systems and the publication of the SEND Review and its recommendations as they emerge and adapt intervention approaches accordingly over the duration of this contract.
- iii. Consolidate learning from Lot 2 and the What Works in SEND programme, ensuring that the performance improvement framework is enhanced as evidence grows on the critical elements for success.

Proposed approach by RISE will focus on:

#### **1. Triage and diagnostic process and allocation of support**

- a. Quarterly meetings will be held with DfE SEND Advisors, DfE Case Leads, colleagues, NHSE SEND regional leads and any other Partners DfE recommends to identify and prioritise local areas who need interventions and



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with WSOAs who would benefit from support from the Partnership. DfE will retain the right to request ad hoc meetings if required.

- b. RISE will agree a component list with DfE that will ensure early identification of components that will provide DfE assurance that interventions will be effective and therefore that Partnership resources are being allocated to maximum effect prior to the start of the contract. Component list may be subject to change depending on DfE's priorities.

## **2. Scoping/designing interventions with local areas and system partners**

- a. RISE will engage with senior local area colleagues to gain buy-in and commitment to support and tailor intervention approach to fit the local area's context and stage of their improvement journey using data gathered at triage.
- b. Working with key stakeholders RISE will ensure that scoping takes account of each local areas' ICS maturity matrix. Proposals will be written in a format which highlights the root cause of underperformance as identified in WSOA, a clear description of the intervention and/or solution, the approach needed to embed and the timescales for doing so. RISE will co-design with DfE a process to sign off on the proposed support.
- c. RISE will work with DfE at the beginning of every financial year to allocate the annual days (% to be agreed within the first 3 months of contract commencement) to regional hubs based on risk ratings proposed by DfE. There will then be quarterly triage meetings to amend if necessary the allocation of resource for the next quarter, ideally to include mid-quarter triage to allow for development of proposal with Las This process is subject to change.
- d. After Q4 triage meeting each regional hub will propose how to use some of the remaining unallocated days (% to be agreed within the first 3 months of contract commencement), with priority given to those who have under-allocated during the first 3 quarters and proposals drafted showing the greatest need as presented by case leads.

## **3. Delivery of bespoke interventions**

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- a. There will be one pot of days consisting of up to 250 targeted days available per year (nominally 83 days per 3 areas of focus) that will be used to meet the needs identified. This equates to an average of 6-7 days per area, with up to 40 local areas being worked with per year. Though dependent on need this allocation may shift as per DfE's recommendation.
  - b. The targeted days available will rise from 250 days in Year 1 to 325 days in Year 2 & 3 meaning an additional 75 days extra to be delivered in Year 2 and Year 3.
  - c. Development time for new interventions can be drawn from the one pot of days, however RISE will need to provide full justification for development time required within proposal for intervention drafted.
  - d. Bespoke interventions will utilise a targeted days approach. The intervention will be staffed on a draw-down basis across partners (CDC & NDTi) and will be allocated based on most appropriate provider to meet the needs identified as part of the scoping. There will be the potential for joint delivery by partners where this is the most effective or efficient way to deliver intervention.

#### **4. Monitoring and impact**

- a. RISE will measure participant satisfaction and track the detailed implementation action plans that are developed to ensure actions are followed up post-intervention and feed this back to DfE. Impact measurement will be directly linked to contract KPIs.
- b. RISE will engage with an external evaluator approved by DfE to provide data on interventions completed and impact data.
- c. RISE will ensure continuous development and refinement of the intervention packages that best meet the sector's needs and achieve DfE's objectives for the duration of the contract. Incorporating feedback from local areas and programme participants and DfE's developing policy priorities. Including findings from Lot 1 informing Lot 2

#### **5. Suggested menu for interventions**

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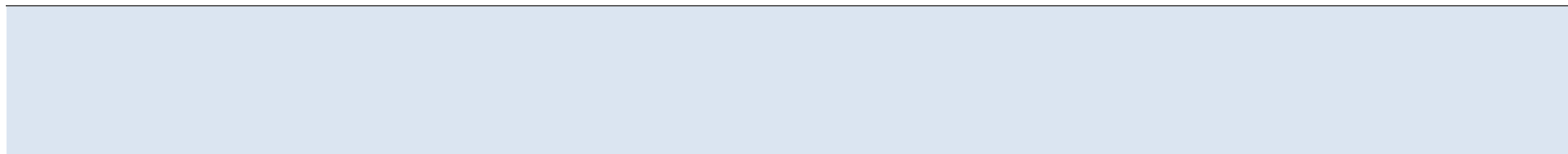


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- a. Interventions will be drawn down according to need and must always be tailored to the particular circumstances of a local area.
  - b. RISE will also develop new approaches and interventions in response to changes in:
    - i) The policy landscape
    - ii) Steers from DfE
    - iii) Developing service picture
    - iv) Through evidence emerging from Lot 2 and the What Works in SEND Programme.
  - c. RISE will also ensure that any leadership activity considers the requirements on clinical and care professional leaders as stated in [NHSE/I ICS design guidance](#).

**6. Regional Strand**

- a. RISE will make provisions within this contract for regional engagement, further details in the form of a plan will need to be submitted within 3 months of contract commencement.

A samples list of proposed interventions by RISE based on an analysis of common themes from Joint Area Inspections can be found in Schedule 4 (Tender).





<b>Lot 1 B: Requirements</b>	<b>Design and deliver a programme of national training for local areas with weaknesses in their multi-agency SEND system.</b>
<b>Detailed Requirements</b>	<p>RISE will be required to design and develop a programme of national training, webinars and e-learning resources, that will identify, and tackle key areas of weakness as identified by Ofsted/CQC which are common across the country.</p> <p><b>Detailed requirements:</b></p> <p><b>RISE will:</b></p> <ul style="list-style-type: none"> <li>B1 Identify the training needs of local areas and design effective programme components that: meet the needs of programme participants and LAs; are aligned to DfE's programme aims; and provide a coherent and relevant offer to local areas and participants.</li> <li>B2 Work collaboratively with sector bodies, key stakeholders and partners to ensure the programme avoids duplication and complements existing training and support for local areas.</li> <li>B3 Outline how the programme underpins function A, ensuring consistency and the provision of a coherent offer to the sector.</li> <li>B4 Manage and oversee a register of programme participants and their local areas, providing relevant data to DfE on a regular (frequency to be agreed) basis and additionally as and when requested by DfE.</li> <li>B5 Develop and implement a communications strategy to engage the intended audiences through appropriate messaging, including channels that can be used to deliver this to maximise the impact of low cost marketing activity..</li> <li>B6 Ensure training and development is accessible to participants across England..</li> </ul>
<b>Proposed Delivery Plan</b>	<p>The RISE Partnership will design and deliver a programme of national training for local areas with weaknesses in their multiagency SEND system. To do this they will:</p> <ul style="list-style-type: none"> <li>i. Work collaboratively with their national system partners (DfE, NHS England/Improvement, CQC and Ofsted, National Network of Parent Carer Forums) to develop and deliver a programme which draws from the CQC/Ofsted SEND inspection framework and outcomes.</li> <li>ii. Incorporate wider system policy changes such as the development of, and move to Integrated Care Systems and the publication of the SEND Review and its recommendations as they emerge and adapt their training offer approaches accordingly over the duration of this contract</li> </ul>





Proposed approach by RISE will focus on:

**1. Workforce Development Needs Analysis**

- a. RISE will develop, share and analyse an annual SEND training needs survey (Q1 of each year) aimed at local area colleagues working in SEND across agencies (health, education and social care) strategically, operationally and at the frontline. That will provide with valuable intelligence to inform training programmes, as well as an additional data source for Lot 2.
- b. RISE will develop and host two online workshops per year (in year 1 in Q2 and Q4, subsequent years Q1 and Q3) with representatives from national system partners (DfE, NHS England & Improvement, Local Government Association, Dept. of Health & Social Care, National Network of Parent Carer Forums, Health Education England), delivery partners and local area representatives.
- c. RISE will draft a training curriculum using data (from the needs analysis survey, intelligence from Lot 2 and from intervention delivery, WSOA thematic learning and recommendations from the SEND Review when available as well as SEND related policy priorities).
- d. RISE will look at common themes emerging from local areas being worked with on function A and ensure that training addresses those needs; thereby either reinforcing the intervention or identifying elements which can be delivered through training, rather than bespoke delivery, maximising cost effectiveness.
- e. RISE will inform DfE of scheduled themes for delivery and if necessary, will seek endorsement from DfE to carry out the development, dissemination and delivery of the training.

**2. Delivery of training**

- a. RISE will decide on themes as outlined in the above methodology; all training opportunities must have clear learning outcomes with the intended impact on practice articulated. They will ensure the audience will be multiagency and include parent carer representation/service users where appropriate. Booking, set-up and delivery logistics will also be coordinated by RISE.
- b. In each year they will deliver the following:



- i) 50 training sessions per year delivered virtually via an online platform approved by DfE.
  - ii) 2 new e-learning modules and
  - iii) 3 new face to face (virtually delivered) training sessions
- c. RISE will ensure that the development of new e-learning and face to face training offer is responsive to emerging need throughout the life of the programme.
- d. RISE will set up and host a new consortium website that will include all delivery of virtual training sessions, new e-learning modules and resources developed under this contract. Ensuring that all intellectual property created under this contract is appropriately logged in the IP Asset Register for the duration of the contract.

**3. National events x 2 and webinars x 2**

- a. RISE will host two virtual national events. These sessions will be pitched at the strategic SEND audience (from local authorities, health systems, parent carers representatives) and will reach up to 300 participants. Themes for these events will be informed by DfE and partners' policy priorities and learning from Lot 2.
- b. RISE will design and deliver 2 webinars per year, they will draw on intelligence from delivery of interventions and engagement with local areas to identify where relevant good practice and impact can be showcased and shared. Webinars will be recorded and uploaded to a new consortium website, as stated in 2(d) of Lot 1B requirements. However RISE will promote using social media and other means the webinars, any other resources and materials relevant hosted on the new website.

**4. Monitoring and Impact**

- a. RISE will measure impact (participant satisfaction via online surveys) and develop impact reports following each round of training, webinar, event. Ensuring it includes as a minimum, the number of sign ups and direct user feedback with a select number of questions to be agreed after e-learning has taken place
- b. RISE must ensure that data collected evidences compliance with KPIs.
- c. RISE will engage with an external evaluator approved by DfE to provide data on delivery impact.
- d. RISE will ensure evaluation and feedback after all training, workshops and e-learning opportunities is



captured and shared with DfE, focusing on outcome and implementation rates where possible.

**Lot 2:**  
**Requirements**      **Design and develop a What Works in SEND programme; as a learning system, comprising research, development, and dissemination of resources and models of effective practice; and as an evidence base for exemplary practice within the sector.**

**Detailed  
Requirements**

RISE will be required to develop a learning system that would serve as a repository and an evidence base of 'what works' in SEND service improvement and models of practice, designing the structure and components with an aim to research and harness the collective knowledge and experience of local areas, practitioners and partner organisations, in order to identify, evaluate, develop and disseminate resources and effective practice exemplars to the sector.

The learning system (**What Works in SEND (WWS)**) will be run as a programme, with an implementation plan to cover set-up and a high-level development plan to cover programme development, supplemented by annual detailed development and dissemination plans.

RISE will be required to align the programme and run it in line with the principles of the What Works Network as detailed at: <https://www.gov.uk/guidance/what-works-network>.

**Detailed requirements:**

**RISE will:**

- C1 In the initial programme phase, develop, test and set-up the programme structure and components, including viable generation, translation and dissemination models in line with the above principles of the What Works Network.
- C2 Undertake a review of existing academic research, literature and models of practice with established evidence of SEND service improvement.
- C3 Build relationships and work collaboratively with LAs and sector bodies to test, shape, and potentially pilot programme content to ensure the programme meets the needs of the sector.
- C4 Work collaboratively with the sector, to ensure the programme identifies and responds to the particular evidence needs of decision-makers and practitioners.
- C5 Consider using evidenced service system enablers of effective service delivery, as building blocks for developing resources.



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| C6 | Work collaboratively within and across the regional infrastructure, to understand how identified service system enablers apply to SEND services, identifying pockets of excellence and tested practice exemplars, and developing resources and practice models based on these.   |
| C7 | Continue to develop and refine the structure and components to best meet sector needs and achieve DfE's objectives throughout the life of the programme, taking into account feedback from stakeholders and DfE's developing policy priorities.  |
| C8 | Demonstrate where applicable suitable user-centred digital proposals for developing online content and an online community to provide peer support and facilitate the exchange of best practice (if appropriate and agreed with DfE); demonstrate plans to host such online content either on existing bidder websites and platforms, a new website created solely for the programme or on <a href="http://www.gov.uk">www.gov.uk</a> ; subject to DfE approval, implement the proposals subject to any modifications required as part of the approvals process or such alternative solution as may be required; and maintain this online presence for the duration of the term. |
| C9 | Ensure the programme and its resources are accessible to practitioners and stakeholders across England.  |

### Proposed Delivery Plan

Lot 2 will be delivered by CDC, Isos Partnership and UoW, with UoW providing independence assurance and methodological rigour.

#### 1. Developing a What Works in SEND (WWS) programme

- a. RISE will agree a programme of work and timetable with DfE within the first four (4) weeks of programme commencements. RISE will also ensure the programme of work is reviewed every six months with timetables updates and any proposed changes are approved by DfE.
- b. RISE must design, set up and develop an independent learning system that will:
  - i) Ensure robust evidence shapes decision making in SEND at every level
  - ii) Support understanding of and access to the existing evidence in SEND service improvement and practice models
  - iii) Develop high quality systematic reviews and synthesis reports and commission new trials and evaluations where there are gaps in the evidence base
  - iv) Research and harness the collective knowledge and experience of local areas, practitioners and partner organisations.
- c. RISE must ensure that programme design will be underpinned by the What Works Network principles ensuring



the programme's potential to contribute to the Network's collective reputation for authority, rigour and innovation. Delivering in line with the IMPACT principles of the What Works Network as set out in their proposal which can be found in Schedule 4 (Tender):

## 2. Governance and Set Up

- a. RISE will agree an implementation plan with DfE officials covering the set-up of the What Works in SEND (WWS) programme, including a detailed plan for scaling up development and dissemination. A high-level development plan will be agreed with DfE, covering programme structure and components testing, including viable generation, translation and dissemination models.
- b. The RISE Partnership will refine and agree all components with DfE including sign off of the terms of reference and governance within eight (8) weeks of contract commencement. This will be separate for each Lot because of the different focus and needs of the Lots but will include an overarching steering group across both Lots to ensure synergy.
- c. The following governance structure will be maintained for Lot 2:
  - i) **Strategic Oversight Board** comprising experts by experience, Local Government Association (LGA), Association Directors Children's Services (ADCS), VCS leaders, Research in Practice, DfE, NHSE, Ofsted, CQC and an independent Chair to be approved by DfE.
  - ii) **Scientific Committee** the UoW research team will convene an oversight panel of external (including international) academic experts who review activity with academic rigour.
  - iii) **Effective Practice Quality Assurance Panel** comprising key decision makers within the SEND system, including Sector-led Improvement Partners for SEND; LGA leadership programme; and those identified through the targeted support programme local area interventions and identified by DfE and RIAs.
  - iv) **Expert's by Experience** groups including children and young people with SEND; parent carers and families of children with SEND; and practitioners with experience of working within current SEND systems.
  - v) **Programme Management** RISE will attend monthly contract management meetings convened by the lead supplier to provide an update on progress on delivery, highlighting risks and issue. As well as this they will produce and share a monthly report that highlights activities of the month with DfE for audit.
- d. In addition to the above governance structure RISE will engage with RIAs (Regional Improvement and Innovation Alliances) to feed in regional and SEND priorities, process for this will be agreed between RISE and DfE.



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- e. DfE reserves the right to suggest additional members or partners to be included in the relevant meetings during the duration of the programme.

### **3. Generating Research and Evidence**

- a. In the first 11 months of contract commencement RISE will carry out a systematic review of existing academic research and models of practice with established evidence of SEND service improvement, undertaken by the experienced team at UoW.
- b. From 3 months of contract commencement, RISE will undertake primary research such as but not limited to a retrospective evaluation of service improvement undertaken prior to the initiation of the What Works in SEND programme. Selecting suitable case studies and co-design research with policy and practice stakeholders; responding to the evidence needs of practitioners and decision-makers and reflecting DfE developing policy priorities.
- c. RISE will provide a timetable of research focused upon integrated services across education and social care challenges, six months from start, to producing a briefing, develop educational resource and run a workshop.
- d. For each study agreed with Lot 1 partners and DfE a research protocol will be produced that encompasses what is required to receive ethics permissions from HSSREC, such as how data is protected, how confidentiality is assured for research subjects and organisations, who has access to data, how long data is kept by RISE. The research protocol developed will need to be approved by DfE.

### **4. Translating research into policy and practice**

- a. RISE will translate lessons into policy and practice so that implementing, sustaining and scaling up service improvement is optimised. Ensuring the right knowledge, in the right form, at the right time, will be translated for the right people to engage in service improvement.
  - b. RISE will ensure that the WWS programme will identify real-time learning from across the SEND sector including emerging practice and evaluation of effective interventions developed and delivered through:
    - i) The targeted support programme (Lot 1) with local areas with a written statement of action across the thematic areas of strategic leadership; effective practice; and enriching experience
    - ii) The Sector-led Improvement Partners (SLIP) for SEND
-



- iii) The LGA Leadership programme
  - iv) DfE SEND improvement programmes
  - v) The voluntary and community sector (VCS)
  - vi) RIAs (Regional Improvement and Innovation Alliances)
- c. RISE will facilitate this process by developing an evaluation approach, led by Isos Partnership, to establish impact and outcomes from interventions delivered in the targeted support element of the contract (Lot 1), and wider DfE SEND improvement partners. By setting up an 'effective practice - quality assurance' panel made up of cross sector practice experts who will co-develop and have oversight of a framework for validating effective practice from local areas.
- d. RISE will identify exemplary practice and to work with local areas to test evidence-based approaches to service improvement and effective practice in SEND where these are aligned with the needs identified through the WSOA in local areas.
- e. RISE will ensure that WWS will retain editorial control over all research and products. All resources and outputs from the programme will be overseen and quality assured by CDC's Stakeholder Engagement and Communications Manager, ensuring that they are accessible and support capacity building across the SEND sector as set out in the WWS principles.
- f. RISE will manage the overall programme in a virtuous cycle continuing to develop and refine the structure and components, responding to feedback and ensuring that it best meets the needs of the sector and addresses DfE policy priorities.
- g. RISE will ensure that all research, resources, products and outputs from Lot 2 must be branded as WWS only, disseminated through a WWS branded platform. Therefore recognised as its own entity and not affiliated with any other brands by following the same principles as other WWS in terms of independence, this includes the community of practice and interactive digital platform.

## **5. Adopt - Collaboration, learning and stakeholder engagement**

- a. RISE will support the independent WWS programme to develop focused communities of practice, informing the WWS programme's learning collaboration, digital development, and dissemination models. Communities of practice will be aligned to key areas of research, learning and evidence as the programme develops.





- b. RISE will co-develop an interactive digital platform designed to promote and enable collaboration, learning and engagement through a range of virtual opportunities such as: think tanks; policy labs; learning hub; and real-time forums.
  - i) The **Learning hub** will create an Interactive engagement platform that enables collaboration and knowledge sharing, including peer support and communities of practice.
  - ii) The **Knowledge hub** will enable digital engagement with interactive resource models ensuring accessibility and reach, supporting sector-wide dissemination e.g. conferencing capability; audio and visual media; webinars and e-learning.
  - iii) The **Information sharing** function will be an accessible and engaging website model that will clearly set out the methodology for review, research, prioritisation and an easy to navigate evidence store, building on existing models employed by the What Works Network and testing these with SEND stakeholders.
- c. Development on all of the above proceeds only post DfE approval and is modified as required by the approvals process.

## 6. What Works In SEND Website

- a. RISE will host a WWiS website that will only include WWiS branding, in addition to this they will ensure that any communications in relation to Lot 2 will only include WWiS branding and is distinct for communication and operations from Lot 1 Requirements. Therefore, will not include anywhere individual branding of consortium members.
- b. As part of the approval process DfE has the right to review the plan for the digital platform including scope and desired content twice before formal approval for build. Review points for this will be provided to DfE upon receiving programme of work (within 4 weeks of contract commencement).

Full proposal by RISE can be found in Schedule 4 (Tender)



Lot 1 & 2: Requirements	Governance – a robust approach to programme management, security of data and quality assurance of the programme
<b>Detailed Requirements</b>	<p>RISE will be required to collect management information on the programme to support its own continuous improvement. It will also be required to collect and supply information for other relevant organisations, including DfE, the National Audit Office, and any appointed evaluation contractor.</p> <p>RISE will ensure that the collection, transfer and storage of this information complies with relevant statutory requirements, including the General Data Protection Regulation (GDPR). You will submit a security plan that explains how you will ensure that any DfE and personal data will be protected.</p> <p>RISE will be required to contribute to, and participate in, regular reporting of management information as outlined in this requirement, including, but not limited to, recruitment and performance data, marketing activity and financial spend.</p> <p><b>RISE will:</b></p> <ul style="list-style-type: none"> <li>D1 Have a clear leadership and governance structure in place that combines efficient decision making with accountability and transparency.</li> <li>D2 Ensure there are sufficient staff with the right skills and expertise to manage the efficient and effective delivery of the programme.</li> <li>D3 Develop, implement and progressively refine robust yet responsive programme management arrangements to ensure timely and effective delivery: <ul style="list-style-type: none"> <li>D3.1 Against the objectives and aims set out in the requirement.</li> <li>D3.2 Against the proposal submitted by the supplier in response to the requirement.</li> <li>D3.3 Against the implementation and delivery plans produced and developed by the supplier; and</li> <li>D3.4 Of all services, deliverables and outputs contained or otherwise implicit within the contract concluded between the supplier and DfE, including any subsequent amendments or variations.</li> </ul> </li> <li>D4 Provide an evaluation plan which explains: <ul style="list-style-type: none"> <li>D4.1 How and which management information and data will be collected;</li> <li>D4.2 How the programme will be evaluated against the programme objectives and aims set out in section 2 of this document, and any such further programme objectives as may from time to time be specified by DfE; and at all times support, cooperate fully with, and provide such management information as may be required to meet the needs of DfE, the National Audit Office, and any independent evaluation contractor appointed by DfE.</li> </ul> </li> <li>D5 Develop, agree with DfE and subsequently implement robust processes for gathering and disseminating insights to inform continuous improvement.</li> <li>D6 Share knowledge acquired during the contract term: <ul style="list-style-type: none"> <li>D6.1 With DfE to improve awareness of strategic approaches and system intelligence, including on (but not limited to) any identified potential refinements to the delivery approach;</li> </ul> </li> </ul>



	D6.2 If so requested by DfE, with other suppliers delivering similar programmes on DfE's behalf; and
	D6.3 Subject to DfE approval or if so requested by DfE, with other internal and external stakeholders, including (but not limited to) within the context of programme meetings and through the medium of presentations linked to findings of the programme.
D7	Handle all data in accordance with government best practice, and in particular: D7.1 Provide a security plan that explains departmental or personal data will be protected; D7.3 Ensure any data or management information transferred to DfE or employers is done so in an agreed government secure method; D7.4 Make available to DfE any item of data in the supplier's possession within 48 hours of written request; D7.5 Provide to DfE all reasonable support and assistance in responding to any ad-hoc or urgent data requests to which Officials are required to respond as a consequence of legislative requirements or constitutional convention, including (but not limited to) requests under the Freedom of Information Act 2000 or the Data Protection Act 2018, requests from Ministers, and questions submitted by Members of Parliament; such support and assistance to be provided in a flexible and timely manner within the agreed timescales and at no additional cost to DfE; and D7.6 Take appropriate action to ensure that at all times the collection and transfer of information complies with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), including the inclusion of specific statements (on which DfE will advise) in a privacy notice to be issued to participants, and ensuring the secure storage and transfer of data.
D8	In the event that the services provided include digital delivery, register with and at all times remain compliant with the Cyber Essentials Scheme, including the requirements for basic technical protection from cyberattacks.
<b>RISE will demonstrate:</b>	
D9	The management approach for the delivery of the Targeted Support Contract.
D10	The proposed management and governance structure for delivery of the Targeted Support Contract including the responsibilities and experience of different organisations/consortium members, how they will work together, and who will lead the consortium (if applicable), including evidence of previous experience/expertise in: D10.1 Leading consortia; and D10.2 Developing and/or delivering multi-faceted public sector programmes involving a range of stakeholders.
D11	An effective approach to managing potential conflicts of interest.
D12	Confidentiality agreements that will be in place with consortium members and sub-contractors (if applicable).
D13	How the programme will be effectively and efficiently organised and managed, and the relationship between the key strands of activities planned (an illustration would be helpful showing the key leads within the organisation/consortium and their responsibilities within the delivery of the Targeted Support Contract.



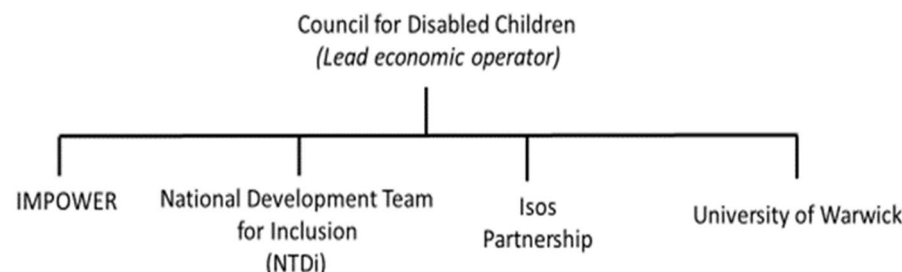
D14	Key operational and strategic posts, the rationale for these posts and the skills required to undertake those functions (with a CV for each key person attached as an annex using no more than one side of A4 paper, in no less than 12 point Arial font).
D15	How activity carried out by Partners will be quality assured.
D16	How feedback gathered from quality assurance activity will be used to improve delivery of the programme.

### Proposed

### Delivery Plan

A partnership of excellence and established a Memorandum of Understanding has been agreed between Council for Disabled Children (CDC), National Development Team for Inclusion (NTDi), Isos Partnership, Warwick Business School and Centre for Educational Development, Appraisal and Research (CEDAR) at the University of Warwick. Our new Consortium called the RISE Partnership draws on their depth and range of experience in determining roles, outlined in the programme requirements.

### Consortium structure



- a. CDC as lead economic operator will oversee the contracting and programme, leading on all governance, management and contact with DfE from initiation to exiting, including management of all sub-contracting arrangements. CDC's leadership team include Amanda Allard, Deputy Director who will hold overall leadership of the programme, Anna Gardiner, Assistant Director of Health, who is Project Manager on Lot 1, Caroline Coady, Assistant Director of Social Care leading on Lot 2, supported by Martin Bull as designated Programme Manager. Together they will ensure adherence to all contract requirements and the interface between the two business areas delivers the best outcomes.
- b. RISE will produce a robust contract and/or programme management plan for Lot 1 & 2 detailing the following within 3 months of contract commencement:



- i) Named Key-Personnel including governance structure
  - ii) Meeting schedules (operational & strategic)
  - iii) Key Performance Indicators – Monitoring and Measuring
  - iv) Exit Management Plan including IP Asset Register
  - v) Security plan
  - vi) Robust Programme Management
- c. RISE will work in collaboration with the DfE officials in developing, agreeing, and implementing data recording and reporting procedures. A key component of this will be mapping out the data requirements for the project and agreeing on key templates for data capture and delivery.
- d. RISE will ensure good governance, accountability, leadership with integrity and significant DfE input at each stage of delivery. At contract initiation, they will set up weekly internal leadership meetings with each senior lead to drive delivery, review progress and manage risks using the project management principles. Outcomes from weekly internal meetings will feed into DfE requirements for contract meetings, management updates and scrutiny.
- e. The entire programme will be led by a National Steering Group. The Steering Group will:
  - i) Provide holistic leadership, identify priorities to inform continuous improvement and alignments across Lot 1 and Lot 2
  - ii) Ensure there is shared learning, intelligence, data and impact.
  - iii) Support independent programme evaluation including any collaboration required with DfE analytical colleagues to support the design and specification of an evaluation criterion to assess all programme activities.
  - iv) Look to include representatives from the DfE where appropriate.
- f. To support Lot 2, and ensure complete independence RISE will establish a rigorous quality assurance framework, the keystone of which will be a Strategic Oversight Board with an independent chair (appointment to be approved by DfE). The Board make up will be experts by experience, Local Government Association (LGA), Association Directors Children's Services (ADCS), VCS leaders, Research in Practice, DfE, NHSE, Ofsted, CQC, RIAs and an independent Chair to be approved by DfE.
- g. RISE will additionally establish a User Research Group made up of key decision makers within the SEND system, including those who are part of the Sector-led Improvement Partners for SEND; LGA leadership programme; and those identified through the targeted support programme local area interventions. A Scientific Committee will provide



academic oversight. Lot 2 will also benefit from oversight from Experts by Experience groups.

- h. Governance arrangements will be supported by the programme manager. Outcomes and progress will feed into the Board's reporting requirements and DfE contract meetings.

### Consortium Governance – line of sight

Meeting type	Timing	Leading	Who to attend	Prog mgt/secretariat support
<b>DfE Contract meeting</b>	Monthly	DfE	<ul style="list-style-type: none"> <li>• Martin Bull</li> <li>• Caroline Coady</li> <li>• Anna Gardiner</li> </ul>	Council for Disabled Children
<b>National steering group</b>	Quarterly	Led by Amanda Allard	<ul style="list-style-type: none"> <li>• Council for Disabled Children</li> <li>• Isos Partnership</li> <li>• University of Warwick</li> <li>• IMPOWER</li> <li>• NDTi</li> </ul>	Council for Disabled Children
<b>Lot 1: Partners refining delivery</b>	Bi-annual	Anna Gardiner	<ul style="list-style-type: none"> <li>• Council for Disabled Children</li> <li>• Impower</li> <li>• NTDi</li> </ul>	Council for Disabled Children
<b>Lot 2: What Works Strategic Oversight Board</b>	Quarterly (year 1) Termly year 2 & 3)	Independent Chair to be agreed with DfE	<ul style="list-style-type: none"> <li>• Department for Education (SEND advisors case leads to prioritise local areas)</li> <li>• Appointed board members</li> <li>• All partners from Lot 1 and Lot 2</li> </ul>	Council for Disabled Children





Lot 1 & 2: Requirements		Risk management, reporting and delivery against key performance indicators (KPIs)
Detailed Requirements	Detailed requirements:	
	<b>RISE will:</b>	
	E1	Ensure that day-to-day operational management of the programme, both at design and delivery stages, are of an excellent quality and are conducted professionally against agreed ways of working and standards of behaviour by building a collaborative working relationship between the Supplier and DfE.
	E2	Have robust management controls and management information to provide a comprehensive view of actual progress of delivery against an agreed plan with supporting evidence as necessary.
	E3	Ensure potential problems are identified as early as possible so that corrective actions can be taken to keep delivery on track.
	E4	Obtain DfE approval for a plan of comprehensive corrective actions, mitigations and specific timescales in the event of any slippage in order to restore progress back to plan.
	E5	Put in place clear internal governance arrangements that allow for rapid and effective decision making and the escalation of issues requiring resolution, and provide DfE with a copy of the same (and any revisions).
	E6	Work with DfE to agree key delivery KPIs once the programme has been designed, including reaching agreement on design questions such as participant numbers.
	<b>RISE will demonstrate:</b>	
	E7	Project management and reporting arrangements and how they relate to effective governance of the work by DfE.
	E8	An outline plan to show how key project milestones will be met.
	E9	A project plan outlining critical activities to be undertaken to achieve each milestone, the resource required to do so and, if they work as a consortium, which members of it (and stakeholders where appropriate) will lead to achieve it.
	E10	How they will effectively resource this contract, outlining proposed staffing and management structure.
	E11	A risk register – defining specific risks or issues in delivering the proposal, and describing mitigations and contingencies:
		E11.1 How they will ensure potential problems are identified and escalated as early as possible so that corrective actions can be taken to keep delivery on track.
		E11.2 A plan of comprehensive corrective actions, mitigations and specific timescales in the event of any slippage against plan in order to restore progress back to plan;
	E12	How DfE will be provided with management and performance information.





E13 How they will provide a comprehensive view of actual progress of delivery against the plan with supporting evidence as necessary, including setting out appropriate attendance of any subcontractors at review meetings, board meetings and other reporting/update meetings.

**Proposed  
Delivery Plan**

**Programme and Risk Management**

- a. RISE will manage programmes and submit accurate and timely quantitative and qualitative management information. This includes: monthly and KPI reporting and invoicing delivered on time; monthly data dashboard submission from the full partnership; fortnightly catch up meetings; monthly light touch contract meetings; quarterly project plan; comprehensive quarterly Consortium reporting and risk register and data on areas in need of additional support, or where we forecast they will require enhanced support in the future ahead of quarterly full contract meetings, and our annual report which is prepared to coincide with the annual conference.
- b. RISE will fully comply with GDPR requirements and have in place an agreed privacy notice with DfE in relation to grants, and our own data protection policies.
- c. CDC will lead all subcontracting arrangements using a payment by result arrangement with each partner involved in the programme, including SMART KPIs in line with the specified requirements and timetable. Partner requirements will ensure effective planning and reporting to an agreed framework for the duration of the contract, including monthly status reporting in line with project management processes. The Programme and Project Manager, will be accountable for the quality and scrutiny of management information to ensure consistency and continued compliance with actuals/projected targets thus ensuring potential risks are escalated or mitigated before they materialise. Change control procedures, along with dispute resolution and escalation processes in the event of any disagreements within the consortium, have been agreed as part of the signed partnership agreement.
- d. Programme progress will be reported to DfE on a monthly basis in line with agreed project management arrangements, using a mutually agreed dashboard alongside SMART KPIs and deliverables.
- e. Financial management, reporting and invoicing will be undertaken to a schedule agreed with the DfE within the first 3 months of contract commencement and will be fed into the monthly progress reports. Reporting information can be used by the DfE to challenge the consortium on its performance, on a monthly basis or more often at DfE's discretion.
- f. RISE will ensure satisfactory evidence of deliverables is submitted to DfE prior to issuing of invoices to be confirmed by DfE as per DfE audit requirements.



- g. Management information provided on a monthly basis and to the Strategic Oversight Board will include:
- i) High-level KPI dashboard
  - ii) Status report on KPI, progress and outcomes report with financials
  - iii) Project delivery timetable
  - iv) Risk register with proposed mitigation
  - v) IP Asset Register to be updated & reviewed monthly on Assets created under this contract
  - vi) Financial Forecasting
- h. Rise will undertake an initial risk workshop with the Department to clarify key risks and discuss/agree mitigation plans as part of the contract management plan.
- i. RISE will proactively lead regular risk evaluation reviews and updates to inform revisions on mitigation activities.
- j. Contingency planning to cover the potential of risks converting into live issues.
- k. Contract management meetings will be minuted and provided to DfE no later than 5 working days after the date of the contract management meeting.

<b>Lot 1 &amp; 2: Requirements</b>	<b>End of contract</b>
<b>Detailed Requirements</b>	<p>The supplier will be required to ensure that there is a formal closure procedure and have an exit strategy in place for handover of the system, if required. The supplier will show:</p> <p>F1 A clear plan for formal project closure including any Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) arrangement where required. TUPE information for this tender is available upon request, please contact the commercial team through Jaggaer to request</p> <p>F2 A clear exit strategy for handover, if required, of all aspects of the service to a new provider or organisation and DfE.</p> <p>F3 A clear exit plan for engagement with LAs and participants on the programme.</p> <p>F4 The methodology for presenting all evaluation material from the contract into a final report for DfE.</p> <p>F5 A clear summary of outputs (including participation), lessons learned and outstanding issues arising during the contract.</p>
<b>Proposed Delivery Plan</b>	<b>Exit planning</b>



- a. RISE will develop a robust and detailed formal closure procedure and exit management plan to be agreed with DfE for the programme to facilitate the orderly transfer of services during the exit phase, and the treatment and handover of any relevant assets, materials, software, data, subcontracts and people to a successor operator, on the expiry or termination of the agreement or of any service. It will include handover of the structure, hosting and management of any digital platform devised, including cloud-based interoperability, built into our design from the outset, with handover to DfE in mind.
- b. The Partnership will work with DfE and partners to provide reasonable assistance and the same management structure as for routine exit; “Reasonable assistance” being defined as a subset of the commitments as agreed between the parties as reasonable.
- c. The Exit Management Plan will be submitted to DfE within 3 months of contract award. Our approach will seek to match the quality and standard of the Exit Management Plan submitted recently by Martin Bull in relation to the Information Advice and Support programme, where DfE Commercial Services feedback indicated the plan submitted included everything required from a supplier management perspective as well as departmental audit record.
- d. A final version of the IP Asset register must be produced that captures all, physical, digital and software assets created under this contract for handover to DfE.

## Lot 1 & 2: Requirements

## Key Performance Indicators (KPI)

### Detailed Requirements

The supplier will be required to propose and agree with DfE measurable KPIs. It will be required to propose a clear set of ambitious and achievable KPIs, in addition to the ones set out below, and demonstrate commitment to monitor and report on progress towards them. It will also be required to agree to put at risk a proportion of the annual delivery costs, which shall be agreed with DfE, against the non or under-achievement of the KPIs.

DfE KPIs:

A-a All local areas in receipt of a performance improvement package have had the root causes of the underperformance identified and targeted reforms proposed within one month.



- A-b Greater than 80% of local areas in receipt of a performance improvement package should have completed implementation of targeted reforms within 6-18 months, subject to the type and nature of drawn down support.
  - A-c Greater than 60% of local areas in receipt of a performance improvement package should demonstrate embedded reform of underperformance at a subsequent Ofsted/CQC inspection/revisit or monitoring visit and/or DfE review meetings.
  - B-a Greater than 70% of individuals who have engaged with learning activities are able to demonstrate that they have incorporated their learning into their practice.
  - B-b A significant proportion of individuals can report that the changes they have been able to make in practice, following their learning activities, have made a positive impact on their service.
  - C-a Development of programme structure and components by an agreed date.
  - C-b Review of existing academic research, literature and models of practice with established evidence of SEND service improvement completed by an agreed date.
- RISE will:**
- G1 Propose KPIs (KPIs) which meet the requirements outlined in section 3, functions A-F of this document, and:  
G1.1 clearly outline the expected outcomes/outputs to be achieved each performance reporting year for the duration of the contract.
  - G2 Commit to meeting any and all KPIs proposed in their bid and agreed with DfE.
  - G3 Agree to put at risk a proportion of the annual delivery costs, which shall be agreed with DfE, against the non or under-achievement of the KPIs.

**Proposed  
Delivery Plan**

RISE have attached a proposed set of KPIs (Annex 1)

- a. RISE have outlined the expected outcomes and outputs to be achieved throughout the contract. The table sets out how CDC will measure performance against KPIs via a robust tracking and management process including:
  - i) Discussion, challenge and remedial actions agreed at monthly DfE/CDC KiT
  - ii) Monitoring data and information via the resource delivery tracker and SID reported to DfE as part of the quarterly reporting cycle



- b. RISE will include further KPIs concerning undertaking primary research which will be agreed by DfE once it is clearer from the academic literature review the likely scope and scale of these packages.
- c. In addition to the KPIs RISE have set out in the table we would like to explore with DfE how in the longer term we can measure the impact of the programme. Investigating outcome measures such as:
  - iii) The number of meaningful service improvements that sustain beyond a three-year period
  - iv) Number of meaningful of meaningful service improvements that scale up beyond their originating organizations, and extent to which they scale up
  - v) Whether cultures of participating organizations are rendered more evidence orientated
- d. These KPIs would reflect the combined impact of both Lots. RISE will agree to put at risk a proportion of the annual delivery costs against non or underachievement of KPIs to be agreed with DfE.
- e. All Lots will have fully developed and agreed KPIs, deliverables and milestones, aimed at exceeding minimum requirements and adding value, in place by contract commencement and approved by DfE.



## Our social value priorities

The supplier has produced a Social Value Delivery Plan that looks to secure real social, environmental and economic benefits in line with social value legislation that we will look to measure and for the duration of the contract.

Social Value Delivery Plan			
COVID-19 Recovery Priorities	Actions	Outputs to be measured	Monitoring Methods
<b>Support people and communities to manage and recover from the impacts of COVID-19, including those worst affected or who are shielding.</b>	Continue to support or host a range of networks and membership groups to ensure they have access to accurate information and resources, as well as opportunities to feedback experiences of CYP and families.	Number of members engaged in networks and membership groups  Engagement of members in stakeholder events hosted with DfE  Feedback from members.	Tracking membership and attendance through SID  Stakeholder surveys
	Tailor our delivery offer to ensure practitioners have access to the best guidance, resources and training to respond to emerging trends, priorities and challenges so CYP and families can re-engage with the relevant supports.	Feedback from practitioners on guidance, resources and training.  % of professionals who report being satisfied with our offer.	Stakeholder feedback surveys
	Champion youth voice through Ministerial roundtables and increase co-production.	Number of young people involved in roundtables  Feedback of young people who attended.	CYP feedback surveys and interviews
<b>Support organisations and businesses to manage and recover from the impacts of COVID-19, including where</b>	Continue to offer flexible support to CDC members, including a blended approach to training and information sharing.	% of members satisfied with support offer.	Stakeholder feedback surveys



<b>new ways of working are needed to deliver services.</b>	Supporting members to build their capacity by focusing on diversity and outreach.	Feedback from members  % of members who report that they've identified new opportunities to engage with community/deliver sustainable approaches to COVID recovery.	Stakeholder feedback surveys
<b>Support the physical and mental health of people affected by COVID-19, including reducing the demand on health and care services.</b>	Continue disseminating public health information through a variety of channels.	Number of messages disseminated	Tracking of published communications via SID and resource delivery tracker
<b>Improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.</b>	Continue to follow workplace COVID-19 risk assessment and guidance.	Full adherence to risk assessment	Regular staff surveys
	Encouraging staff to consider the needs of others in deciding their work pattern.	Staff satisfaction and feedback on working patterns.	Regular staff surveys
	Continue to evolve practice through CDC COVID recovery group.	Staff satisfaction with policies and practice.	Regular staff surveys
	Engage in COVID-19 safe discussions when working with stakeholders and children and young people.	Feedback from stakeholders	Stakeholder and YP surveys
<b>Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce.</b>	Delivery of ongoing wellbeing programme including staff activities, wellbeing newsletter, and wellbeing hub on CDC's website.	Engagement of staff in wellbeing programme.  Feedback of staff.	Regular staff surveys
<b>Demonstrate collaboration with users and communities in the codesign and delivery of the contract to support strong integrated communities.</b>	Continue to embed principles of partnership, collaboration and co-production in our work.	Engagement with CYP roundtables and Parent carer engagement with wider stakeholder groups and events	CYP feedback surveys and interviews





			Evaluation surveys form events and engagement activity
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## **Annex 1 – KPI's - Service Levels and Service Credits**

1. The objectives of the Service Levels are to:
  - 1.1. ensure that the Services are of a consistently high quality and meet the requirements of the DFE;
  - 1.2. provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
  - 1.3. incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

### **KEY PERFORMANCE INDICATORS (KPIs) AND SERVICE LEVELS (SLs)**

2. This Annex 1 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
3. The Contractor shall monitor its performance against of each of the KPIs and Service Levels in and send the DFE a report detailing the KPIs and Service Levels which were achieved in accordance with the provisions of this Annex 1.
4. The Contractor must meet the Performance Measure for each identified KPI as set out in table 2 below within the agreed Service Period (defined Schedule 2 (Specification))
5. If during a Service period the Contractor achieves a KPI/Service Level, no Service Credit ("reduction in total amount of charges payable to the Contractor") will accrue to the Contractor in respect of that KPI/Service Level
6. The Contractor confirms that it has taken Performance Measures and Service Credits into account in calculating the Charges. Both Parties agree that the Performance Measures and



Service Credits are a reasonable method of adjusting the Charges to reflect poor Contractor performance.

7. The Contractor will be expected to meet/comply with all Service Levels as set out within table 2 below.

### **CONSEQUENCES OF FAILURE TO MEET KPIS**

8. A failure to meet at least the required performance level will be considered a “Service Failure” in respect of the KPIs set out in Table 1 below
9. In the first instance of failure to meet the required performance level, ahead of any Service Credits being applied, the Department and the Contractor will meet to discuss the reasons for the failure to determine if further occurrence can be mitigated.
10. If performance level is a Service Failure in one or more of the KPIs listed in Table 2, excluding those identified outside of the supplier’s control, in any given service period/calendar month, DfE will be entitled at its sole discretion, to reduce the total amount of charges payable to the Contractor (“Service Credit”) for that period/month by
  - 10.1. 5% for one KPI failed
  - 10.2. 10% for two KPIs failed
  - 10.3. 15% of the total contract value for that month for three or more KPIs failed
11. In addition to its rights under paragraph 7, if there are one or more Service Failures in 3 (three) consecutive Service Periods/calendar months, the DfE (the department) will be entitled, at its sole discretion, to terminate this contract on 30 days written notice.



**Table 2 - KPIs**

No	KPI Definition	1 April 2022 – 31 March 2023 (for each contract year)		
		Performance Measure/Success Factor	Monitoring Method	Performance Objective/ Service Credit applied
1	<b>Lot 1a</b> <b>Greater than 70% of local areas in receipt of a performance improvement package should have completed implementation of targeted reforms within 6-18 months, subject to the type and nature of drawn down support.</b>	In the follow up questionnaire - templates and questions to be agreed with partners and DfE – 70% sample from all targeted support	Add to monthly contract highlight report on quarterly update on KPI, July 22, October 22, January 23 and April 23 reports.	Performance objective. KPI is outside of control of contractor and measurement period exceeds contract year.
2	<b>Lot 1a</b> <b>Triage of LAs that DfE have identified in need of support is established within every quarter from the start of the contract.</b>	The supplier has contacted and scoped all LAs in need of support as agreed with DfE every quarter. Evidence of this may be requested by DfE.	Add to monthly contract highlight report on quarterly update on KPI, July 22, October 22, January 23 and April 23 reports.	Service credit
3	<b>Lot 1a</b> <b>Targeted interventions to be delivered in LAs that DfE have identified in need of support has been signed off by DfE</b>	DfE has signed off agreed interventions in LAs in need of support in every quarter.	Add to monthly contract highlight report on quarterly update on KPI, July 22, October 22, January 23 and April 23 reports	Service credit



	<b>within every quarter from the start of the contract.</b>			
<b>4</b>	<b>Across all lots</b>  <b>Monthly reporting is delivered as per the agreed timescales as set out in the Contract Management Plan</b>	Timescales are met as set out in the agreed Contract  Management Plan	Programme Management Monthly KIT meeting	Service credit
<b>5</b>	<b>Lot 1a</b>  <b>Greater than 60% of local areas in receipt of a performance improvement package should demonstrate progress towards embedded reform of the aspect worked on, at a subsequent Ofsted/CQC inspection/revisit or monitoring visit and/or DfE review meetings.</b>	% achieved as evidenced by revisit reports or DfE review visit report. DfE to provide data	Programme Management Monthly KIT meeting	Performance objective. KPI is outside of control of contractor and measurement period exceeds contract year.
<b>6</b>	<b>Lot 1b</b>  <b>Greater than 70% of individuals who have engaged with learning activities are able to report that they have incorporated their learning into their practice.</b>	In the three month follow up questionnaire - templates and questions to be agreed with partners and DfE – 70% sample (from those returned) from all training delivered	Add to monthly contract highlight report on quarterly update on KPI, July 22, October 22, January 23 and April 23 reports	Service credit
<b>7</b>	<b>Lot 1b</b>  <b>Greater than 75% of individuals can report that the changes they have been</b>	Specific measure and methodology for evidencing the KPI to be agreed with DfE as part	Add to monthly contract highlight report on quarterly update on KPI, July 22, October 22, January 23 and	Service credit



	<b>able to make in practice, following their learning activities and have made a positive impact on their service.</b>	of the initial project scoping activity  To be agreed within 3 months of contract start.	April 23 reports.	
<b>8</b>	<b>Lot 2</b>  <b>Review of existing academic research, literature and models of practice with established evidence of SEND service improvement completed by an agreed date.</b>	Mid-review date 6 months after contract start. Final report presented to DfE by March 2023	Programme Management Monthly KIT meeting	Service credit
<b>9</b>	<b>Lot 2</b>  <b>A clear, co-produced evaluation and practice validation methodology is established by the end of year 1 of the contract.</b>	Plan for evaluation and practice validation methodology produced and presented to DfE by March 2023.	Programme Management Monthly KIT meeting Methodology is established	Service credit
<b>10</b>	<b>Lot 2</b>  <b>Digital collaboration platform scoping and development activity is complete and platform launched by end of year 1 of the contract.</b>	Digital collaboration platform is approved by DfE and launched by March 2023.	Programme Management Monthly KIT meeting Platform launched	Service credit
<b>11</b>	<b>Lot 2</b>  <b>Independent WWS website scoping and development activity is complete and</b>	WWS website is launched within 6 months of contract start. With a	Programme Management Monthly KIT meeting Website launched	Service credit



	<b>website launched within 6 months of contract start date.</b>	midpoint review on scoping and development activities.		
<b>12</b>	<b>Lot 2</b>  <b>Stakeholder engagement infrastructure is co-designed and groups are recruited to within 6 months of contract start date and is managed for contract duration</b>	Stakeholder engagement infrastructure is produced within 6 months of contract start and is managed for contract duration.	Programme Management Monthly KIT meeting Infrastructure in place	Service credit
<b>13</b>	<b>Lot 2</b>  <b>Year 1 communication strategy is co-developed and implemented within 3 months of the contract start date</b>	Communication strategy is developed and implemented within 3 months of contract start	Programme Management Monthly KIT meeting Communications strategy co-developed and implemented	Service credit
<b>14</b>	<b>Lot 2</b>  <b>Regular stakeholder engagement meetings take place with at least 75% attendance and 75% reporting satisfaction with content and involvement.</b>	Groups and meetings take place with 75% attendance and satisfaction rates evidenced through on the day evaluation survey	Add to monthly contract highlight report on quarterly update on KPI, July 22, October 22, January 23 and April 23 reports.	Service Credit
<b>15</b>	<b>Lot 2</b>  <b>Dissemination of key outputs from the WWS programme engages key target audiences and increases in reach year on year</b>	Digital analytics of reach and engagement with website and digital platform demonstrate key audiences reached and increased relevant engagement	Add to monthly contract highlight report on quarterly update on KPI, July 22, October 22, January 23 and April 23 reports.	Service Credit





	<i>To be agreed within 6 months of contract commencement with DfE</i>			
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## **Schedule 3 (Charges)**

### **1. How Charges are calculated**

#### **1.1 The Charges:**

1.1.1 shall be calculated in accordance with the terms of this Schedule;

1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and

1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

### **2. The pricing mechanisms**

2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

### **3. Are costs and expenses included in the Charges**

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in the Award Form the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of the Contract.

### **4. When the Supplier can ask to change the Charges**

4.1 The Charges will be fixed for the first **3** years following the Contract Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Charges can



only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").

4.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

4.3 Any notice requesting an increase shall include:

4.3.1 a list of the Charges to be reviewed;

4.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:

- (a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;
  - (b) details of the movement in the different identified cost components of the relevant Charge;
  - (c) reasons for the movement in the different identified cost components of the relevant Charge;
  - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Contract Commencement Date.

4.4 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.

4.5 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

## 5. Other events that allow the Supplier to change the Charges



5.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

- 5.1.1 a Specific Change in Law in accordance with Clause 24;
- 5.1.2 a review in accordance with insurance requirements in Clause 13;
- 5.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges indexation, where Annex 1 states that a particular Charge or any component is “subject to Indexation” in which event Paragraph 7 below shall apply.]

## **6. When you will be reimbursed for travel and subsistence**

6.1 Expenses shall only be recoverable where:

- 6.1.1 the Time and Materials pricing mechanism is used; and
- 6.1.2 the Award Form states that recovery is permitted; and
- 6.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 6.1.4 expenses have been agreed prior with the Buyer’s Project Manager in writing.

6.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.





## **Schedule 4 (Tender)**

See Schedule 4, Annex 1, Tender Submission



## Schedule 5 (Commercially Sensitive Information)

### 2. What is the Commercially Sensitive Information?

- 2.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 2.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
N/A	N/A	N/A	N/A





## Schedule 13 (Contract Management)

### 1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>"Operational Board"</b>	the board established in accordance with paragraph 4.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;

### 2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### 3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### 4. Role of The Operational Board

- 4.1 The Operational Board shall be established by the Supplier for the purposes of this Contract on which the Supplier and the Buyer shall be represented.



- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex A to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Supplier and communicated to the Buyer in advance of that meeting.

## **5. Contract Risk Management**



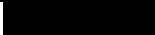

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and
  - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.



## Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Meeting Type	Frequency	Lead	In Attendance	Programme Management/ Secretariat Support
Contract Management Meetings	Monthly	CDC Project Manager	DfE Contract Manager CDC Project Manager CDC Assistant Director	CDC
National Steering Group	Quarterly	CDC Deputy Director	CDC Isos Partnership University of Warwick NDTi	CDC
Lot 1: Partners Refining Delivery	Bi-Annual	CDC Project Manager	CDC NDTi	CDC
Lot 2: What Works Strategic Oversight Board	Quarterly (year 1) Termly Year 2 & 3	Independent Chair (to be agreed)	DfE Representatives Appointed Board Members Partners from Lots 1& 2	CDC

<b>Supplier Project Manager</b>	 
<b>Buyer Project Manager</b>	 



## Schedule 14 (Business Continuity and Disaster Recovery)

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.1 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;

### 2. BCDR Plan

2.1 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.1.2 the recovery of the Deliverables in the event of a Disaster

2.2 The BCDR Plan shall be divided into three sections:

- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and



- 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3. General Principles of the BCDR Plan (Section 1)**
- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
    - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
    - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
    - (d) a business impact analysis of different anticipated failures or disruptions;
  - 3.1.7 provide for documentation of processes, including business processes, and procedures;
  - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
  - 3.1.9 identify the procedures for reverting to "normal service";
  - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
  - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
  - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.



- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

#### **4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

#### **5. Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer 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.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;



- 5.2.4 loss of a Subcontractor;
- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

## 6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within





twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

## 7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
  - 7.1.2 in the event of any major reconfiguration of the Deliverables
  - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

## 8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

## 9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.



## Schedule 16 (Security)

### Part A: Short Form Security Requirements

#### 3. Definitions

- 3.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>"Breach of Security"</b>	<p>the occurrence of:</p> <ul style="list-style-type: none"> <li>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</li> <li>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li> </ul> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
<b>"Security Management Plan"</b>	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

#### 4. Complying with security requirements and updates to them

- 4.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 4.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 4.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 4.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.



## 5. Security Standards

- 5.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 5.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 5.2.1 is in accordance with the Law and this Contract;
  - 5.2.2 as a minimum demonstrates Good Industry Practice;
  - 5.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 5.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 5.3 The references to standards, guidance and policies contained or set out in Paragraph 5.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 5.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

## 6. Security Management Plan

### 6.1 Introduction

- 6.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

### 6.2 Content of the Security Management Plan

- 6.2.1 The Security Management Plan shall:
  - (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
  - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
  - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
  - (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in



connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

### 6.3 Development of the Security Management Plan

- 6.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 6.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 6.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 6.3.1, or any subsequent revision to it in accordance with Paragraph 6.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 6.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 6.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 6.2 shall be deemed to be reasonable.
- 6.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 6.3.2 or of any change to the Security Management Plan in accordance with Paragraph 6.4 shall not relieve the Supplier of its obligations under this Schedule.

### 6.4 Amendment of the Security Management Plan

- 6.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - (a) emerging changes in Good Industry Practice;



- (b) any change or proposed change to the Deliverables and/or associated processes;
  - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - (d) any new perceived or changed security threats; and
  - (e) any reasonable change in requirements requested by the Buyer.
- 6.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
  - (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.
- 6.4.3 Subject to Paragraph 6.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 6.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 6.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 7. Security breach

- 7.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 7.1, the Supplier shall:
- 7.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
  - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.



- 7.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.





## Schedule 19 (Cyber Essentials Scheme)

### 1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>"Cyber Essentials Scheme"</b>	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 at: <a href="https://www.gov.uk/government/publications/cyber-essentials-scheme-overview">https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</a>
<b>"Cyber Essentials Basic Certificate"</b>	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;
<b>"Cyber Essentials Certificate"</b>	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form
<b>"Cyber Essential Scheme Data"</b>	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
<b>"Cyber Essentials Plus Certificate"</b>	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

### 2. What Certification do you need

- 2.1 the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contact Period, the Supplier shall deliver to the Buyer evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and



- 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract.





## Schedule 20 (Processing Data)

### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
  - (a) “Controller” in respect of the other Party who is “Processor”;
  - (b) “Processor” in respect of the other Party who is “Controller”;
  - (c) “Joint Controller” with the other Party;
  - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,  
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;



- (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;



- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.



14. The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### **Where the Parties are Joint Controllers of Personal Data**

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (*Processing Data*).

#### **Independent Controllers of Personal Data**

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.



23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Schedule 20.



## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: **Emma Wharram** [emma.wharram@education.gov.uk](mailto:emma.wharram@education.gov.uk)
- 1.2 The contact details of the Supplier's Data Protection Officer are: **Alexis Meech** [dataprotection@ncb.org.uk](mailto:dataprotection@ncb.org.uk)
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>Personal data as set out in Types of Personal Data and Categories of Personal Data below</li></ul>
Duration of the Processing	Data will be processed in line with the duration of this contract from commencement of 1st April 2022 to contract end 31st March 2025.
Nature and purposes of the Processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, restriction and destruction of data.</p> <p>The purpose of the processing is for delivery of this contract, to include: working with relevant individuals in the sector to achieve performance improvement, event and training management, to disseminate information e.g. through the website and other digital solutions including online forums, to manage suppliers.</p>
Type of Personal Data	Will vary by data subject but will include: name, job title, employer name and address, telephone number(s), work email address, personal email address.



Categories of Data Subject	Individuals working with the sector in roles relevant to the delivery of this contract, users of website and other digital solutions; suppliers.
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	The personal data will be kept by the supplier for up to 3 months after the end of the contract. After this the data will be destroyed by methods that make the data totally and permanently unreadable, so such data cannot be reconstructed.





## NOT APPLICABLE - Annex 2 - Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Schedule 20 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Schedule 20 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Buyer]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### 2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:

- (a) report to the other Party every [x] months on:
  - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;





- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in clauses 2.1(a)(i) to (v);
  - (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
  - (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
  - (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
  - (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
  - (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
    - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
    - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
    - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
  - (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:



- (i) nature of the data to be protected;
- (i) harm that might result from a Personal Data Breach;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### 3. Data Protection Breach

3.1 Without prejudice to Clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Buyer and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data



Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### **4. Audit**

4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with clause 4.1 in lieu of conducting such an audit, assessment or inspection.

#### **5. Impact Assessments**

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

#### **6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30)



Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## 7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):



- (a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

## 8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

## 9. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## 10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



## Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 of the Core Terms (Changing the Contract)

Contract Details		
This variation is between:	<b>[Buyer]</b> ("the Buyer") And <b>[insert]</b> name of Supplier ("the Supplier")	
Contract name:	<b>[insert]</b> name of contract to be changed ("the Contract")	
Contract reference number:	<b>[insert]</b> contract reference number	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: Buyer/Supplier]	
Variation number:	<b>[insert]</b> variation number]	
Date variation is raised:	<b>[insert]</b> date]	
Proposed variation		
Reason for the variation:	<b>[insert]</b> reason]	
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert]</b> amount]
	Additional cost due to variation:	£ <b>[insert]</b> amount]
	New Contract value:	£ <b>[insert]</b> amount]



1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.
4. Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address





## Schedule 22 (Insurance Requirements)

### 1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than  
  
the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### 2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.





#### **4. Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

#### **5. Making sure you are insured to the required amount**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

#### **6. Cancelled Insurance**

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

#### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.



## **ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
  - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
  - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).



## Schedule 25 (Rectification Plan)

Request for <b>[Revised]</b> Rectification Plan			
Details of the Default:	<b>[Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the <b>[Revised]</b> Rectification Plan:	<b>[add]</b> date (minimum 10 days from request)]		
Signed by Buyer :		Date: <table border="1"><tr><td></td></tr></table>	
Supplier <b>[Revised]</b> Rectification Plan			
Cause of the Default	<b>[add]</b> cause]		
Anticipated impact assessment:	<b>[add]</b> impact]		
Actual effect of Default:	<b>[add]</b> effect]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	<b>[date]</b>	
	2.	<b>[date]</b>	
	3.	<b>[date]</b>	
	4.	<b>[date]</b>	
	<b>[...]</b>	<b>[date]</b>	
Timescale for complete Rectification of Default	<b>[X]</b> Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	<b>[date]</b>	



	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	



## Schedule 26 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 1.2 The Buyer expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Buyer expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

### 2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 3. Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
  - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
  - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
  - 3.1.6 shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;



- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

##### **4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 provide all workers with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

#### **5. Working Hours**

##### **5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
  - (a) the extent;



- (b) frequency; and
  - (c) hours worked;
- by individuals and by the Supplier Staff as a whole;
- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;  
appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## 6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>



## Schedule 27 (Key Subcontractors)

### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
  - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Distress)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
  - 1.4.1 a copy of the proposed Key Sub-Contract; and
  - 1.4.2 any further information reasonably requested by the Buyer.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
  - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
  - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;





- 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
  - (a) the data protection requirements set out in Clause 14 (Data protection);
  - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
  - (c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
  - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
  - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 10.4 (When the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
- 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.



## Schedule 30 (Exit Management)

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or a Key Subcontractor for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;



<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## 2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

## 3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into



reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

#### 4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 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 twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
  - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
  - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.



4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) every six (6) months throughout the Contract Period; and
  - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
  - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
  - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

## 5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
  - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).



## 6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## 7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- 7.2.1 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
  - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
  - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the





reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## 8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
  - (a) the Exclusive Assets that are not Transferable Assets; and
  - (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The



Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

**8.7 The Buyer shall:**

- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, 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 Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, 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 Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

**9. No charges**

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

**10. Dividing the bills**

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.