and the Authority in accordance with Paragraph 8.1.3 of this Schedule 8 (Disaster Recovery);

5.1.8. identification of third parties who will need to be informed (and kept informed) and the events that will trigger such contact;

5.1.9. identification of third parties (including Sub-Contractors) whose services will be required or impacted in the event of each potential type of Disaster relevant to the Services;

5.1.10. definition of time-related triggers and checkpoint events including the timeframes for the Service Provider to investigate the likely scope and duration of the Disaster and begin to migrate the provision of the Services to the Disaster Recovery Services infrastructure;

5.1.11. escalation and decision-making events;

5.1.12. provision for conducting testing in accordance with Paragraph 12 of this Schedule 8 (Disaster Recovery);

5.1.13. provision for periodic review of the Disaster Recovery Plan as required by Paragraph 13.1.1 of this Schedule 8 (Disaster Recovery);

5.1.14. all other services to be provided by the Service Provider in respect of a Disaster; and

5.1.15. the process for demonstrating that the provisions of this Schedule 8 (Disaster Recovery) are fully met,

the ("**Disaster Recovery Plan**").

5.2. The Service Provider's Disaster Recovery Plan as at the Effective Date is provided at Appendix 1 (Business Continuity Plan and Disaster Recovery Plan) to this Schedule 8 (Disaster Recovery). The Service Provider shall review and update (as necessary) the form of Disaster Recovery Plan at Appendix 1 (Business Continuity Plan and Disaster Recovery Plan) and submit a finalised Disaster Recovery Plan to the Authority for approval during the Implementation Period and in any event no later than twenty (20) Business Days before the Service Commencement Date.

5.3. The Service Provider shall review, develop and maintain the Disaster Recovery Plan throughout the Term and shall ensure that the Disaster Recovery Plan is aligned with and takes full account of all applicable Good Industry Standards.

5.4. The Service Provider shall promptly provide a copy of any updated Disaster Recovery Plan (as may be developed by the Service Provider from time to time) to the Authority.

5.5. Without prejudice to Paragraph 5.4 (above), the Authority may at any time throughout the Term request (in writing) the Service Provider to provide a copy of its Disaster Recovery Plan in place as at the date of the request and the Service Provider shall submit its Business Continuity Plan to the Authority at no cost and no later than ten (10) Business Days following a written request by the Authority.

5.6. The Authority may provide representations and/or comments on the Disaster Recovery Plan at any time throughout the Term. The Service Provider shall take reasonable account of all comments and/or representations made by the Authority and shall where necessary update the Disaster Recovery Plan accordingly.

6. DISASTER RECOVERY SERVICES

6.1. The Service Provider shall use its best endeavours to minimise the impact of any Disaster on the Scheme.

6.2. The Service Provider shall ensure that the Services are available as set out in the Disaster Recovery Plan following the declaration of a Disaster made in accordance with Paragraph 7 of this Schedule 8 (Disaster Recovery) within those timescales specified in the Business Continuity Plan and/or the Disaster Recovery Plan or, where no timescale is specified for the relevant Services or part thereof within forty eight (48) hours or such other period of time as agreed between the Parties in the circumstances.

6.3. The Service Provider shall provide and maintain (at appropriate levels of standby readiness) such infrastructure, equipment, hardware, software (including appropriate licences), documents, personnel and any other goods and services as may be necessary to fulfil its obligations under this Schedule 8 (Disaster Recovery) and provide the Disaster Recovery Services (including, for the avoidance of doubt, to ensure it is able to comply with its obligations in the Disaster Recovery Plan in the event of a Disaster).

6.4. In the event of any Change to the Disaster Recovery Plan, the Service Provider shall ensure that it implements such changes as may be necessary to ensure it continues to comply with the requirement in Paragraph 6.3 (above).

6.5. The Service Provider shall ensure that any third parties whose services would be required in the event of a Disaster are approved by the Authority as Sub-Contractors in accordance with Clause 35 (Approval of Sub-Contractors) and, unless otherwise agreed by the Authority, are contracted to provide the relevant services (if required) throughout the Term of this Agreement.

7. DECLARATION OF A DISASTER

Where a Party becomes aware that a Disaster has occurred or that its occurrence can reasonably be expected to take place imminently, that Party shall declare a Disaster by informing (by the most rapid method of communication reasonably practicable) the other Party and the Service Provider shall formally declare a Disaster and invoke the relevant Disaster Recovery Plan.

8. OCCURRENCE OF A DISASTER

8.1. In the event of a Disaster being declared the Service Provider shall:

8.1.1. carry out the activities and procedures described in the Disaster Recovery Plan and otherwise comply with all obligations in the Disaster Recovery Plan in order to restore provision of the Services and minimise impact on End Users and the Scheme;

8.1.2. ensure that all relevant disaster recovery reference material is made available to the appropriate personnel;

8.1.3. ensure that a nominated Service Provider point of contact is provided as required in the Disaster Recovery Plan during the period until acceptance of a Business As Usual Notice (served in accordance with Paragraph 8 (below)) in respect of the relevant Disaster;

8.1.4. ensure that the Authority Contract Manager receives regular and routine communication regarding the Disaster, actions taken, recovery status and recovery times through communications channels as agreed in the Disaster Recovery Plan;

8.1.5. provide reasonable input and assistance in the event that press releases are to be issued in relation to the Disaster or its consequences;

8.1.6. with the assistance of the Authority, use reasonable endeavours to resolve any Disaster related issues not adequately provided for in the Disaster Recovery Plan or which are not resolved by the implementation of those plans and use reasonable endeavours to achieve the Authority's objectives in relation to mitigation of the Disaster and the effects of the Disaster and to ensure Service recovery;

8.1.7. take such further steps as may reasonably be expected of the Service Provider acting in accordance with Good Industry Standards (including mitigation of and risk minimisation in respect of all impacts of the Disaster and alerting the Authority in respect of any related issues or concerns which should reasonably be brought to the Authority's attention); and

8.1.8. be relieved from the accrual of Performance Points in the event it fails to achieve a Service Level (other than a Service Level applicable to the Disaster Recovery Services), to the extent that:

8.1.8.1. the Service Provider has not caused or contributed to the Disaster;

8.1.8.2. the Service Provider can demonstrate to the Authority that the Disaster directly caused the failure to meet the relevant Service Level;

8.1.8.3. such failure to achieve the relevant Service Level is not in breach of the Disaster Recovery Plan; and

8.1.8.4. such failure takes place during the period that the Service Provider is required to implement the Disaster Recovery Plan in accordance with this Agreement.

9. RETURN TO BUSINESS AS USUAL

9.1. The Service Provider shall ensure that all Services are reinstated to normal operation in accordance with the Disaster Recovery Plan but, in any event, as soon as is reasonably practicable in the circumstances.

9.2. Once all Services affected by the Disaster have returned to normal operation in that the Services are:

9.2.1. operating in line with the applicable Services Levels (or in the absence of Service Levels for the particular components of the Services to the standard otherwise required under the terms of this Agreement presuming the absence of any Disaster); and

9.2.2. being provided to the same standard as the relevant Services were being provided on the Business Day prior to the declaration of the Disaster,

the Service Provider shall issue to the Authority a notice indicating that the Services have returned to normal operation (a "**Business As Usual Notice**").

10. POST-DISASTER REVIEW

10.1. Within a reasonable period (and no later than twenty (20) Business Days) after a Business As Usual Notice has been issued in accordance with Paragraph 9.2 (above), the Service Provider shall carry out a review (a "**Post-Disaster Review**") of the causes of the Disaster, the operation and effectiveness of the Disaster Recovery Plan and any necessary modifications to the Disaster Recovery Plan. The Service Provider shall provide the Authority with a draft copy of its Post-Disaster Review findings and shall provide the Authority the opportunity to provide its comments on the findings and any recommendations. The Service Provider shall have due regard to the Authority's comments and shall issue a Post-Disaster Review report to the Authority. The Service Provider shall update the Disaster Recovery Plan by incorporating such modifications within twenty (20) Business Days from and including the date of the issue of such Post-Disaster Review report for acceptance by the Authority.

10.2. In the event of long term continuing Disaster the Authority may require that an initial review takes place no later than twenty (20) Business Days from and including the date of the occurrence of the Disaster with a further Post-Disaster Review taking place within a reasonable period (and no later than twenty (20) Business Days) after the Business As Usual Notice has been issued in accordance with Paragraph 9.2 (above).

11. FAILURE TO IMPLEMENT THE DISASTER RECOVERY PLAN

11.1. In the event that the Service Provider fails to implement the Disaster Recovery Plan such failure shall constitute a Deemed Material Default for which the Authority may terminate this Agreement and/or part of the Services in accordance with Clause 29 (Termination) provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

12. DISASTER RECOVERY TESTING

12.1. The Service Provider shall execute a Disaster recovery test as soon as reasonably practical within nine (9) months of the Effective Date and annually thereafter to assess and demonstrate the proper operation and effectiveness of the Disaster Recovery Plan and the Disaster Recovery Services through such combination of desk reviews, simulation and live testing as set out in the Disaster Recovery Plan.

12.2. The Authority shall be entitled to witness and attend such testing and the Service Provider shall give the Authority all relevant information relating to the tests in order to assist the Authority to arrange attendance by Authority Personnel.

12.3. The Service Provider shall provide a report on the results of the Disaster recovery testing conducted in accordance with this Paragraph 12 (Disaster Recovery Testing) within five (5) Business Days from and including the date of completion of any such testing.

12.4. The Service Provider shall update the Disaster Recovery Plan to incorporate any modifications demonstrated to be necessary by the Disaster recovery testing within twenty (20) Business Days of the completion of Disaster recovery testing for acceptance by the Authority.

13. CHANGES TO THE BUSINESS CONTINUITY PLAN AND/OR DISASTER RECOVERY PLAN

13.1. The Service Provider shall review the Business Continuity Plan and Disaster Recovery Plan:

13.1.1. on a periodic basis as set out in the relevant plan; and

13.1.2. as required by Paragraph 13.2 (below).

13.2. In the event that changes are made or proposed to be made:

13.2.1. to the Business Continuity Plan or the Disaster Recovery Plan (as the case may be); and/or

13.2.2. to this Agreement and/or to the Services (including a Change agreed or to be agreed in accordance with the Change Control Procedure) that relate to the Business Continuity Plan and/or the Disaster Recovery Plan;

the Service Provider shall as soon as reasonably practicable and in any event within twenty (20) Business Days following such notification issue an updated Disaster Recovery Plan and/or Business Continuity Plan (as relevant) to the Authority and the Service Provider shall take reasonable account of all comments and/or representations made by the Authority and shall where necessary update the Disaster Recovery Plan and/or Business Continuity Plan.

Appendix 1

Business Continuity Plan and Disaster Recovery Plan

SCHEDULE 9 - EMPLOYEES

1. DEFINITIONS

In this Schedule, the following words and phrases shall have the meanings set out below:

Affected Services	has the meaning given to it in Paragraph 8.8;
Anticipated Assigned Employees	has the meaning given to it in Paragraph 8.2.1;
ASBO	means an antisocial behaviour order;
Assigned Employees	has the meaning given to it in Paragraph 8.1;
Convictions	means, other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order);
Directive	means Council Directive 23/2001/EEC;
Employee Liability Information	means the employee liability information to be provided pursuant to Regulation II of TUPE;
Employees	means all those employees of the Service Provider (and any sub-contractor appointed by the Service Provider) wholly or mainly engaged immediately prior to the relevant Service Commencement Date in providing the relevant Services or any service similar to one or more of the relevant Services;

Final Retendering Information	has the meaning given to it in Paragraph 8.3.2;
Initial Retendering Information	has the meaning given to it in Paragraph 8.2.8;
Outgoing Service Provider	means Computershare Investor Services plc or any of its sub-contractors as appropriate;
Relevant Authority	means any court with the relevant jurisdiction and any local, national or supra-national agency, local authority, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;
Relevant Employees	means any employees who are the subject of a Relevant Transfer;
Relevant Transfer	means a relevant transfer of an undertaking for the purposes of TUPE;
Relevant Transfer Date	means in respect of any of the Services the date on which the Service Provider ceases to provide that Service or those Services whether upon expiry or earlier termination of this Agreement or pursuant to any notice served by the Authority or for any other reason;
Retendering Information	has the meaning given to it in Paragraph 8.5;
Transferring Employee	means any employee of the Outgoing Service Provider or any of its sub-contractors (excluding, without limitation, any person engaged by the Outgoing Service Provider or any of its sub-contractors as an independent contractor) whose

contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this Agreement between the Authority and the Service Provider, a contract of employment with the Service Provider or any of its Sub-Contractors.

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (Council Directive 2001/23/EC) into English law;

2. EMPLOYEE PROVISIONS ON COMMENCEMENT

2.1. The Parties agree that the commencement of the provision of the Services by the Service Provider may be a Relevant Transfer and that if it is a Relevant Transfer the contracts of employment (together with any collective agreement) of or relating to any employees of the Outgoing Service Provider assigned to the provision of services to the Authority immediately prior to the Service Commencement Date which services are equivalent to the Services shall have effect (subject to Regulation 4 (7) of TUPE) thereafter as if originally made between those employees and the Service Provider or a Sub-Contractor as appropriate except insofar as such contracts relate to any benefits for old age, invalidity or survivors under any occupational pension scheme (save as required under sections 257 and 258 of the Pensions Act 2004).

2.2. The Service Provider shall and shall procure that any affected Sub-Contractor shall comply with its obligations under TUPE in respect of each Relevant Transfer pursuant to this Agreement and shall indemnify the Authority against any losses, damages, costs, claims or expenses sustained as a result of any breach of this Paragraph by the Service Provider and any relevant Sub-Contractor.

2.3. The Service Provider shall be responsible and shall procure that any relevant Sub-Contractor shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of any Transferring Employees and any other person who is or will be employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of any of the Services, including without limitation all

wages, holiday pay, bonuses, commission, payment of paye, national insurance contributions, pension contributions and otherwise, from and including the Service Commencement Date.

2.4. The Authority gives and shall give no warranty as to the accuracy or completeness of any Employee Liability Information (as defined by TUPE) or any other information supplied by the Authority or the Outgoing Service Provider or any of its sub-contractors to the Service Provider in relation to any employees of the Outgoing Service Provider or any of its sub-contractors.

2.5. The Service Provider shall, and shall procure that each and every Sub-Contractor shall, take all reasonable steps, including co-operation with reasonable requests for information, to ensure that each and every Relevant Transfer pursuant to this Agreement takes place smoothly with the least possible disruption to the provision of the Services and to the employees who transfer.

3. UNION RECOGNITION

3.1. The Authority shall use reasonable endeavours to procure that the Outgoing Service Provider Contractor shall supply to the Service Provider no later than five (5) Business Days prior to the Service Commencement Date true copies of any union recognition agreement(s) relating to any employees assigned by the Outgoing Service Provider or any of its sub-contractors to the provision of services equivalent to the Services and the Service Provider shall and shall procure that each and every Sub-Contractor shall in accordance with TUPE recognise the trade unions representing Relevant Employees (as relevant to each Sub-Contractor) after the transfer to the same extent as they were recognised by the Outgoing Service Provider or it sub-contractors before the Service Commencement Date.

3.2. The Service Provider shall procure that, on each occasion on which the identity of a Sub-Contractor changes pursuant to this Agreement, the new Sub-Contractor shall (if relevant in accordance with TUPE) recognise the trade unions representing the employees whose contracts of employment transfer to the new Sub-Contractor to the same extent as they were recognised before the change of identity of the Sub-Contractor in respect of the provision of any of the Services.

3.3. The Service Provider shall and shall procure that any Sub-Contractor shall not adversely amend any terms and conditions of employment of any employee engaged in the provision of any of the Services where the amendment of such terms

and conditions is governed by any collective agreement applicable to the relevant employees' employment, in which case any such adverse amendment of terms and conditions shall take place in accordance with the terms of the applicable collective agreement. This Paragraph 3.3 shall not apply in the case of amendments to terms and conditions required to comply with Law.

4. AUTHORITY INDEMNITY

4.1. Subject to the provisions of Paragraphs 4.2 and 4.3 (below), the Authority shall indemnify the Service Provider and any relevant Sub-Contractor against any claims, demands and proceedings brought against the Service Provider or any relevant Sub-Contractor against any costs, liabilities and expenses (including reasonable legal fees) arising out of or in connection with:

4.1.1. any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Outgoing Service Provider or any of its sub-contractors in respect of any Transferring Employee on or before the Service Commencement Date;

4.1.2. all emoluments and other benefits of the Transferring Employees arising in respect of the period prior to the Service Commencement Date regardless of when they fall due for payment; and

4.1.3. any act or omission of the Outgoing Service Provider or any of its sub-contractors up to and including the Service Commencement Date in respect of the employment of the Transferring Employees.

4.2. Where any liability in relation to any Transferring Employee, in respect of his or her employment by the Outgoing Service Provider or any of its sub-contractors, or the termination of such employment, which transfers in whole or part in accordance with TUPE and/or the Directive, arises partly as a result of any act or omission occurring on or before the Service Commencement Date and partly as a result of any act or omission occurring after the Service Commencement Date, the Authority shall

indemnify and keep indemnified in full the Service Provider or the relevant Sub-Contractor against only such part of the damages, losses, liabilities, costs or expenses sustained by the Service Provider or any Sub-Contractor in consequence of the liability as is reasonably attributable to the act or omission occurring before the Service Commencement Date.

4.3. The indemnity contained in Paragraph 4 shall apply to the extent that the Authority recovers any sum in respect of the subject matter of those indemnities from the Outgoing Service Provider under any indemnity or other legal entitlement it has against the Outgoing Service Provider. The Authority shall use all reasonable endeavours to recover any such sums under any such entitlement as is mentioned in this Paragraph 4.3.

5. SERVICE PROVIDER INDEMNITIES

5.1. The Service Provider shall indemnify the Authority and any New Service Provider against any claims, demands and proceedings brought against the Authority or the New Service Provider against any costs, liabilities and expenses (including reasonable legal fees) arising out of or in connection with:

5.1.1. any claim or demand by any Relevant Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, sexual orientation, religion or religious belief, age, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Service Provider or any Sub-Contractor in respect of any Relevant Employee on or after the Service Commencement Date;

5.1.2. all emoluments and other benefits of the Relevant Employees arising in respect of the period on or after the Service Commencement Date regardless of when they fall due for payment;

5.1.3. any act or omission of the Service Provider or a Sub-Contractor on or after the Service Commencement Date in respect of the employment of the Relevant Employees; and

5.1.4. any claim by any person other than a Relevant Employee relating to that person's employment or its termination by the Service Provider or a Sub-Contractor whether before, on or after the Service Commencement Date.

5.2. The Service Provider shall indemnify and keep indemnified in full the Authority and any New Service Provider against all damages, losses, liabilities, costs and expenses incurred by the Authority in connection with or as a result of:

5.2.1. any claim by any Relevant Employee that any proposed or actual substantial change by the Service Provider or any Sub-Contractor to the Relevant Employee's working conditions or any proposed measures of the Service Provider or the relevant Sub-Contractor are to that employee's detriment whether such claim arises before or after the Service Commencement Date; and

5.2.2. any claim arising out of any misrepresentation or mis-statement whether negligent or otherwise made by the Service Provider or any Sub-Contractor to the Relevant Employees or their representatives whether before on or after the Service Commencement Date and whether liability for any such claim arises before on or after the Service Commencement Date.

5.3. The indemnities in Paragraphs 5.1 and 5.2 (above) shall not apply in respect of any sum for which the Authority is to indemnify the Service Provider or a relevant Sub-Contractor pursuant to Paragraph 4 (Authority Indemnity) (above) or to the extent that the claim arises from a wrongful act or omission of the Authority or any New Service Provider.

6. PROVISION OF DETAILS AND INDEMNITY

6.1. The Service Provider shall as soon as reasonably practicable and in any event within five (5) Business Days following a written request by the Authority provide to the Authority details of any measures which the Service Provider or any Sub-Contractor envisages it or they will take in relation to any employees who are or who will be the subject of a Relevant Transfer, and if there are no measures, confirmation of that fact, and shall indemnify the Authority and any new Service Provider against all damages, losses, liabilities, costs and expenses resulting from any failure by the Service Provider to comply with this obligation.

7. EMPLOYMENT PROVISIONS APPLYING DURING THE PROVISION OF THE SERVICES

7.1. The Service Provider shall during the Term of this Agreement be entirely responsible for the employment and conditions of service of all employees engaged in the provision of the Services and shall procure that all Sub-Contractors are likewise responsible for their staff.

7.2. The Service Provider shall procure that:

7.2.1. there shall be at all times a sufficient number of staff (including all relevant grades of supervisory staff) engaged in the provision of the Services with the requisite level of skill and experience. This obligation shall include ensuring that there are sufficient staff to cover periods of holiday, sickness, other absences and anticipated and actual peaks in demand for the Services; and

7.2.2. all staff receive such training and supervision as is necessary to ensure the proper performance of the Services under this Agreement.

7.3. The Service Provider shall procure that there are set up and maintained and applied by it and by all Sub-Contractors involved in the provision of the Services, appropriate personnel policies and procedures covering all relevant matters, including but not limited to:

7.3.1. equal opportunities and the avoidance of unlawful discrimination, harassment and victimisation;

7.3.2. confidentiality;

7.3.3. discipline, grievance and performance management;

7.3.4. health and safety; and

7.3.5. the avoidance of bribery and corruption.

The Service Provider shall procure that the terms and implementation of such policies and procedures comply with Law and Good Industry Standards and that they are published in written form.

7.4. All persons engaged in the provision of the Services shall be appropriately experienced, qualified, trained and security cleared and shall undertake the Services with reasonable skill, care and diligence in accordance with this Agreement and Good Industry Standards and to the reasonable satisfaction of the Authority.

7.5. The Service Provider shall supervise and manage the Service Provider Personnel appropriately.

7.6. The Service Provider shall ensure that all employees engaged in the provision of the Services from time to time (whether employed or engaged by the Service Provider or any Sub-Contractor) are in possession of valid work permits or other appropriate evidence of a right to work in the United Kingdom.

7.7. The Service Provider shall procure that before any person begins to provide the Services or any part(s) of the Services:

7.7.1. they are questioned (to the extent permitted by Law) as to whether they have any Convictions or ASBOs;

7.7.2. the results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service ("**DBS**") in respect of that person; and

7.7.3. to the extent permitted by Law and Guidance (and subject to the Service Provider procuring that each such person consents to the Service Provider informing the Authority that the results of any such check are satisfactory), the Service Provider shall confirm to the Authority that the results of any such checks are satisfactory.

7.8. The Service Provider shall procure that no person who discloses any Convictions or ASBOs, or who is found to have any Convictions following the results of a DBS check, or who refuses to consent to having a DBS check carried out, shall be employed or engaged in the provision of any of the Services without the Authority's prior written consent.

7.9. The Service Provider shall procure that the Authority is kept advised at all times of any person engaged in the provision of the Services (whether by the Service Provider or any Sub-Contactor) who, subsequent to his/her assignment to the provision of the Services, receives a Conviction or ASBO or whose previous Conviction(s) or ASBO(s) become known to the Service Provider. The duty to keep

the Authority advised as described in this Paragraph 7.9 shall arise as soon as the Service Provider becomes aware of, or ought reasonably to have become aware of, such Conviction(s) or ASBO(s). The Authority reserves the right to require the Service Provider with immediate effect to redeploy any such person such that they are not engaged in the provision of the Services.

7.10. The Authority (acting reasonably) may where the Authority has reasonable grounds for considering that the presence or conduct of an employee at any location relevant to the performance of the Services is undesirable, require the exclusion of the relevant employee from the provision of any or all of the Services.

7.11. Where the Authority reasonably requires (by notice to the Service Provider) that any person is not to become involved in or is to be removed from involvement in the Services, the Service Provider shall take all reasonable steps to comply with such notice. The Service Provider shall replace any such person with someone with equivalent experience, qualifications, training and security clearance.

7.12. Any decision by the Authority as to whether any person is not to become involved in or is to be removed from involvement in the Services shall be final and conclusive.

7.13. The Service Provider (including its agents and employees) shall and shall procure that all Service Provider Personnel and Sub-Contractors shall comply with the provisions of Clause 13 (Discrimination) at all times throughout the Term of this Agreement.

8. EMPLOYEE PROVISIONS ON EXPIRY/TERMINATION

8.1. The Parties agree that where the Services or any part of the Services ceases to be provided by the Service Provider for any reason and/or where the Services or any part of the Services are to be provided by the Authority or by a New Service Provider, the Service Provider and the Authority or the New Service Provider as appropriate may be bound by and (if so) shall observe the application of TUPE in relation to those employees wholly or mainly engaged by the Service Provider or a Sub-Contractor in the Services or that part of the Services which shall cease to be provided by the Service Provider immediately before the Relevant Transfer Date ("**Assigned Employees**").

8.2. The Service Provider shall within twenty (20) Business Days of receipt of a written request by the Authority (provided that the Authority shall only be entitled to make

one (1) such request in any six (6) month period) and not later than six (6) months prior to the expiry of this Agreement (or, if earlier, within twenty (20) Business Days from and including the date of notice being given of termination of this Agreement), provide the Authority (at no cost to the Authority) with the following initial retendering information:

8.2.1. a list of people anticipated to be Assigned Employees ("**Anticipated Assigned Employees**"), including details of their job titles, age, length of continuous service, current remuneration, benefits and notice, but not identifying the Anticipated Assigned Employees by name;

8.2.2. a list of agency workers, agents and independent contractors engaged by the Service Provider and any Sub-Contractor;

8.2.3. the total payroll bill of the Anticipated Assigned Employees;

8.2.4. the terms and conditions of employment of the Anticipated Assigned Employees;

8.2.5. details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings in respect of the Anticipated Assigned Employees;

8.2.6. details of any claims, current or threatened, brought by the Anticipated Assigned Employees or their representatives;

8.2.7. details of all death, disability benefit or permanent health insurance schemes and other similar arrangements with or in respect of the Anticipated Assigned Employees including the identities of any such employees in receipt of benefits under any such scheme; and

8.2.8. details of all collective agreements relating to or affecting the Anticipated Assigned Employees, with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes or claims for recognition by any trade union,

the ("**Initial Retendering Information**").

8.3. The Service Provider shall and shall procure that all Sub-Contractors shall:

8.3.1. notify the Authority and (at the request of the Authority) the New Service Provider forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise;

8.3.2. provide to the Authority within five (5) Business Days after the date Relevant Transfer Date information, which was correct as at the Relevant Transfer Date, in respect of the Assigned Employees on all the same matters as should be provided in respect of the Retendering Information. This is the "**Final Retendering Information**"; and

8.3.3. comply with its obligations under TUPE in relation to the provision of Employee Liability Information to the New Service Provider.

8.4. The Authority shall keep such information confidential and shall use it for the sole purpose of a tender exercise for the provision of services equivalent to the Services following the expiry or termination of this Agreement, in which case the information may, with the consent of the Service Provider (which consent shall not be unreasonably withheld or delayed) be disclosed by the Authority:

8.4.1. to any organisation proposing to submit a tender for the provision of such services, in a form which does not breach any provisions of the DPA; and/or

8.4.2. to a New Service Provider.

8.5. The Service Provider shall indemnify and shall keep indemnified in full the Authority and at the Authority's request any New Service Provider against all damages, losses, liabilities, costs and expenses arising from any claim by any person as a result of the Service Provider or any Sub-Contractor failing to provide or promptly to provide the Authority and/or any New Service Provider where requested by the Authority with any **Retendering Information** (which expression shall include the Initial Retendering Information, all material changes to the Initial Retendering Information which the Service Provider is obliged to provide under Paragraph 8.3 (above) and the Final Retendering Information) and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply to the extent that such information was originally provided

to the Service Provider by the Authority and was materially inaccurate or incomplete when originally provided.

8.6. The Service Provider shall and shall procure that any Sub-Contractor shall maintain current adequate and suitable records regarding the service of each of the Relevant Employees including without limitation details of terms of employment, payments of statutory sick pay and statutory and non-statutory maternity pay, disciplinary grievance and health and safety matters, income tax and social security contributions and any enhanced redundancy entitlement in excess of statutory redundancy pay and (save to the extent prohibited by Law) shall transfer the same or a complete copy of the same to the Authority or any New Service Provider within ten (10) Business Days from and including the date of the transfer by operation of TUPE of each Relevant Employee to whom the records refer.

8.7. The Service Provider shall co-operate in seeking to ensure the orderly transfer of the Relevant Employees to the Authority and/or the New Service Provider.

8.8. The Service Provider undertakes to the Authority that, with effect from the Exit Assistance Commencement Date and in respect of the Services which will expire or terminate at the Relevant Transfer Date (the "**Affected Services**"), the Service Provider shall not and shall procure that Sub-Contractors shall not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):

8.8.1. amend or vary (or purport or promise to amend or vary the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Anticipated Assigned Employee other than a wage/salary award in line with those offered generally for similar status individuals, as required by Law or necessary to give effect to a pre-existing contractual entitlement;

8.8.2. terminate or give notice to terminate the employment or engagement of any Anticipated Assigned Employee (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

8.8.3. transfer away, remove, reduce or vary the involvement of any Anticipated Assigned Employee from or in the provision of the Affected Services; and/or

8.8.4. recruit or bring in any new or additional individuals to provide the Affected Services who are not already involved in providing the Affected Services.

8.9. The Service Provider shall or shall procure that all wages, salaries and other benefits of the Relevant Employees and other employees or former employees of the Service Provider or the Sub-Contractors who had been engaged in the provision of the Services before the Relevant Transfer Date and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Relevant Employees and such other employees or former employees of the Service Provider or Sub-Contractors up to the Relevant Transfer Date are satisfied and the Service Provider shall indemnify and shall keep indemnified in full the Authority and at the Authority's request any New Service Provider against all damages, losses, liabilities, costs and expenses arising from any breach of the Service Provider's obligations under this Paragraph 8.9.

8.10. Without prejudice to Paragraph 8.9 (above), the Service Provider shall:

8.10.1. remain (and procure that Sub-Contractors shall remain) (as relevant) responsible for all the Service Provider's or the Sub-Contractor's employees (other than the Relevant Employees) on or after the Relevant Transfer Date and shall indemnify the Authority and any New Service Provider against all damages, losses, liabilities, costs and expenses incurred by the Authority or any New Service Provider resulting from any claim whatsoever whether arising before on or after the Relevant Transfer Date by or on behalf of any of the Service Provider's or Sub-Contractor's current or former employees who are not Relevant Employees; and

8.10.2. in respect of those employees who are Relevant Employees, the Service Provider shall indemnify the Authority and any New Service Provider against all damages, losses, liabilities, costs and expenses incurred by the Authority or any New Service Provider resulting from any claim whatsoever by or on behalf of any of such Relevant Employees arising out of or in respect of the period on or after the Service Commencement Date but on or before the Relevant Transfer Date (whether any such claim, attributable to the period up to and on the Relevant Transfer Date, arises before, on or after the Relevant Transfer Date) where such claim arises out of any act, fault or omission of the Service Provider and/or any Sub-Contractor including but not limited to any failure by the Service

Provider or any Sub-Contractor to comply with its or their obligations under Regulation 13 of TUPE and/or Article 6 of the Directive as if such legislation applied, even if it does not in fact apply, save to the extent that any such failure to comply arises as a result of an act or omission of the Authority or any New Service Provider.

8.11. The Service Provider shall discharge all of its obligations arising under TUPE in respect of or in connection with its ceasing to provide any of the Services for any reason (and in particular under Regulations 11, 13 and 14 of TUPE and/or Article 6 of the Directive) and acknowledges that the indemnities it gives in Paragraph 8.10 (above) shall be without prejudice to:

8.11.1. any remedies available to the Authority or any New Service Provider in respect of any alleged failure by the Service Provider to discharge such obligations (and in particular under Regulation 12 of TUPE); or

8.11.2. any arguments which the Authority may wish to advance in defence of any claims made by employees or their representatives in respect of any alleged breaches of Regulations 13 and 14 of TUPE and/or Article 6 of the Directive.

8.12. The Service Provider shall comply, and procure that Sub-Contractors shall comply, with its or their obligations under Regulations 11, 13 and 14 of TUPE in relation to any transfer as contemplated in Paragraph 8.1 (above) and shall indemnify the Authority and the New Service Provider against any failure by it to so comply except where such failure is occasioned by the default of the Authority or the New Service Provider.

8.13. The Authority may in its discretion assign the benefit of the indemnities set out in this Schedule 9 (Employees) to the New Service Provider.

9. SUB-CONTRACTORS

9.1. In the event that the Service Provider enters into any sub-contract in connection with this Agreement, it shall impose obligations on its Sub-Contractors in the same terms as those imposed on it pursuant to this Schedule 9 (Employees) and shall procure that each Sub-Contractor complies with such terms.

9.2. The Service Provider shall also procure that each Sub-Contractor shall impose obligations on any sub-contractors in the same terms as those imposed on it

pursuant to this Schedule 9 (Employees) and shall procure that each sub-contractor complies with such terms.

9.3. The Service Provider shall indemnify and keep the Authority indemnified in full against all damages, losses, liabilities, costs and expenses incurred by the Authority or any New Service Provider as a result of or in connection with any failure on the part of the Service Provider to comply with Paragraphs 9.1 or 9.2 (above) and/or any Sub-Contractor's failure to comply with such terms.

10. RIGHTS OF NEW SERVICE PROVIDER

10.1. Notwithstanding anything to the contrary provided in any other Clause or Schedule of this Agreement, it is agreed that any New Service Provider has the benefit of and may enforce the terms of any of the indemnities given by the Service Provider to the Authority in this Schedule 9 (Employees) subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 10 - EXIT PLAN

1. DEFINITIONS

1.1. In this Schedule 10 (Exit Plan), the following words and phrases shall have the meanings set out below:

Exiting Employees	means such of the Service Provider Personnel whose contracts of employment transfer under TUPE to the Authority and/or any New Service Provider as at any Service Transfer Date;
Exit Management Plan	means the plan to be agreed between the Authority and the Service Provider detailing the nature and extent of the Service Provider's obligations to provide Exit Assistance;
Exit Period	has the meaning given to it in Paragraph 5.2 of this Schedule 10 (Exit Plan); and
Service Transfer Date	means the date on which, as agreed by the Authority and the Service Provider, any Service is to be transferred to the Authority and/or any New Service Provider (as applicable).

2. PURPOSE

2.1. This Schedule 10 (Exit Plan) specifies the arrangements that shall be made by the Service Provider to ensure an effective and efficient transition of responsibility for the provision of the Services from the Service Provider to the Authority or to a New Service Provider in the event of the termination or expiry of this Agreement or termination of any part(s) of the Services.

3. EXIT MANAGEMENT STRATEGY

3.1. Within sixty (60) Business Days from and including the Service Commencement Date the Service Provider shall deliver to the Authority a draft Exit Management Plan. The Authority shall respond with comments on the draft Exit Management Plan within ten (10) Business Days from and including the date of its receipt by the

Authority from the Service Provider. The Service Provider shall produce a revised draft of the Exit Management Plan for approval within ten (10) Business Days from and including the date of its receipt of comments from the Authority. Failure to agree the Exit Management Plan shall be dealt with in accordance with the Dispute Resolution Procedure.

3.2. Within twenty (20) Business Days from and including the date of each anniversary of the Service Commencement Date the Service Provider shall review and update the Exit Management Plan to take account of any agreed changes to the Services in place at the relevant time. For the avoidance of doubt, the draft updated Exit Management Plan shall include all details required to be included in an Exit Management Plan. The Authority shall respond with comments on the draft updated Exit Management Plan within ten (10) Business Days from and including the date of its receipt by the Authority from the Service Provider. The Service Provider shall produce a revised draft of the updated Exit Management Plan for approval within ten (10) Business Days from and including the date of its receipt of comments from the Authority. Failure to agree the updated Exit Management Plan shall be dealt with in accordance with the Dispute Resolution Procedure.

3.3. At least six (6) months prior to the expiry of this Agreement or no later than ten (10) Business Days after receipt of a notice pursuant to Clause 29 (Termination) of this Agreement or any part(s) of the Services, the Service Provider shall review and update the Exit Management Plan to take account of any agreed changes to the Services provided to the Authority in place at the relevant time. For the avoidance of doubt, the draft updated Exit Management Plan shall include all details required to be included in an Exit Management Plan. The Authority shall respond with comments on the updated draft Exit Management Plan within ten (10) Business Days from and including the date of its receipt by the Authority from the Service Provider. The Service Provider shall produce a revised draft of the Exit Management Plan for approval within ten (10) Business Days from and including the date of its receipt of comments from the Authority. Failure to agree the updated draft Exit Management Plan shall be dealt with in accordance with the Dispute Resolution Procedure.

4. EXIT MANAGEMENT PLAN

4.1. The Service Provider shall ensure that the Exit Management Plan comprehensively covers all activities and the associated liaison and assistance which should be

provided by the Service Provider for the successful transfer of the Services to the Authority and/or a New Service Provider.

4.2. The Exit Management Plan shall include (but not be limited to) the Service Provider providing:

4.2.1. a detailed description of the tasks to be performed in order to achieve an orderly transfer of the Services;

4.2.2. detailed estimates of the Service Provider resources required to perform the tasks and an indication of any Authority resources that may be required;

4.2.3. detailed estimates of the timescales necessary for the orderly execution of the Exit Management Plan;

4.2.4. a comprehensive chart showing which tasks are dependent on the completion of any other task or tasks;

4.2.5. disclosure of agreed documentation used by the Service Provider, the Service Provider Personnel and any Sub-Contractors in support of provision of the Services (including designs, specifications, operations manuals, user-related documentation);

4.2.6. disclosure of full details of all data relating to the Scheme;

4.2.7. disclosure of details of all processes and procedures used in respect of the Services, including all underlying processes necessary to effect the Services or an equivalent service;

4.2.8. disclosure of details of any training materials used in connection with the performance and delivery of the Services;

4.2.9. disclosure of details of the roles of Service Provider Personnel who are involved, on a full or part-time basis, in the provision of the Services and the proportion of their time and length of time of their involvement;

4.2.10. disclosure, subject to relevant provisions of the DPA governing the use, disclosure or processing of personal data, of the following details for those Service Provider Personnel who may reasonably be anticipated by the Authority to be entitled to claim under TUPE:

4.2.10.1. their terms and conditions of employment;

4.2.10.2. their current remuneration and benefits;

4.2.10.3. their age, date of commencement of employment and length of continuous service;

4.2.10.4. any contractual period(s) of notice; and

4.2.10.5. any outstanding or known claims or potential liabilities;

4.2.11. disclosure of full details of any third party contracts entered into by the Service Provider which relate to the Service Provider's provision of the Services (indicating which of these are third party contracts relating exclusively to the Services);

4.2.12. disclosure of full details of any relevant Intellectual Property used by the Service Provider in the provision of the Services, detailing ownership of the relevant rights and any restrictions or conditions applying to their use;

4.2.13. knowledge transfer to the Authority and/or the New Service Provider's personnel in connection with the continuation of the provision of the Services following the expiry or termination of this Agreement or termination of any part(s) of the Services;

4.2.14. disclosure of an inventory of any Authority Data that is under the control of the Service Provider and details of the data structures in which the Authority Data is stored;

4.2.15. proposals for the transfer of any Authority Data then in the Service Provider's possession from the Service Provider to either the Authority or to the New Service Provider, including:

4.2.15.1. proposed data transfer methods, both physical and electronic (wherever possible); and

4.2.15.2. proposed methods for ensuring the integrity of the Authority Data on transfer;

4.2.16. proposals for the assignment or novation, where applicable, of any third party contracts which the Parties agree are to be so transferred from the Service Provider to the Authority and/or a New Service Provider; and

4.2.17. proposals for the supply of any other information or assistance reasonably required by the Authority or a New Service Provider in order to effect an orderly hand over of the provision of the Services. This shall include resources to support any due diligence activities required as part of any future procurement undertaken by the Authority.

4.3. For the avoidance of doubt nothing in Paragraph 4.2 (above) shall be construed as requiring the Service Provider to provide any Commercially Sensitive Information belonging to the Service Provider to the extent that it is not necessary (as determined by the Authority in its absolute discretion) for the due and proper performance of the Services by the Authority or a New Service Provider.

5. ASSISTANCE DURING THE EXIT PERIOD

5.1. The date(s) from which the Service Provider shall provide Exit Assistance (the "**Exit Assistance Commencement Date**") shall be:

5.1.1. the date of any valid notice to terminate this Agreement;

5.1.2. the date which is six (6) months prior to the expiry of this Agreement; and

5.1.3. the date of any notice to terminate any part(s) of the Services.

5.2. The periods during which the relevant Exit Assistance shall be provided (the "**Exit Period**") shall be as follows:

5.2.1. in the event of termination of this Agreement or any part(s) of the Services by the Authority in the circumstances specified in Clauses 29.1 or 29.2 (Termination), such Exit Period as specified in writing by the Authority being no longer than six (6) months from and including the date that notice of termination is given to the Service Provider;

5.2.2. in the event of termination of this Agreement or any part(s) of the Services in accordance with Clauses 29.3 or 29.4 (Termination), the Exit Period shall be from the date that notice of termination is given to the Service Provider until the date specified in the notice for expiry of the Exit Period

or if no such date is stated, the date of expiry of the relevant notice of termination, or such longer period as the Parties may agree; and

5.2.3. in the event of expiry of this Agreement the period of six (6) months prior to the date of expiry shall be the Exit Period.

5.3. At the commencement of each Exit Period the Service Provider shall appoint a representative to oversee the implementation of the Exit Assistance.

5.4. The Service Provider shall bear all its costs and expenses incurred in developing and implementing the Exit Management Plan.

5.5. The Service Provider shall ensure that provision of Exit Assistance shall not have any adverse effect on the provision of the Services and/or the Service Levels during the relevant Exit Period.

5.6. During each Exit Period the Service Provider shall maintain up to date information about the Services which are to expire or be terminated and the processes used by the Service Provider to provide the Services to ensure it complies with the terms of this Schedule 10 (Exit Plan).

5.7. During each Exit Period the Service Provider shall co-operate fully and in good faith with the Authority (and as applicable any New Service Provider or prospective New Service Provider) and provide all reasonable Exit Assistance. The Service Provider shall promptly and fully answer in a reasonable timescale and within no later than ten (10) Business Days (and, where applicable, in accordance with timescales prescribed in the Exit Management Plan) all reasonable questions about the Services which may be asked by the Authority or any New Service Provider or prospective New Service Provider regarding the successful provision of Replacement Services both before and for twelve (12) months from and including the date of termination of any parts(s) of the Services or this Agreement or expiry of this Agreement.

5.8. During each Exit Period, all information, details documentation and lists referred to in Paragraph 4.2 (above) for which disclosure is provided in the Exit Management Plan shall be provided by the Service Provider as soon as possible but in any event within one (1) month of the date of the Service Provider's receipt of the Authority's request or a later date if agreed in writing by the Parties. Any updates shall be provided by the Service Provider within one (1) month of any further request from

the Authority or later as may be agreed in writing by the Parties. Where any such information, details, documentation and lists have been provided, the Service Provider shall:

5.8.1. inform the Authority of any material change to such information, details, documentation and lists immediately on becoming aware of any such change; and

5.8.2. promptly and within no later than five (5) Business Days clarify any matter or issue on which clarification is reasonably requested by the Authority and/or any New Service Provider.

5.9. Upon the appointment of any New Service Provider the Authority, the Service Provider and such New Service Provider shall review the Exit Management Plan and agree any required changes to such, having regard to the methods, processes and strategy to be used by the New Service Provider for transfer of responsibility of the relevant Services.

5.10. The Service Provider shall ensure that all Exit Assistance is provided in accordance with any agreed timetable(s) set out in the Exit Management Plan and otherwise in accordance with this Schedule 10 (Exit Plan).

5.11. During each Exit Period, the Service Provider shall provide progress reports to the Authority (at frequencies agreed and set out in the Exit Management Plan) detailing progress (or any lack of progress) towards completion of all required Exit Assistance obligations by reference to any agreed timescales and/or milestones.

5.12. Within ten (10) Business Days from and including the relevant Exit Assistance Commencement Date (or such other period agreed by the Authority in writing) the Service Provider shall identify those personnel whose co-operation and assistance will be essential to the successful provision of Exit Assistance and shall facilitate the Authority's (and any New Service Provider's) access to and the co-operation of such persons provided that such co-operation is reasonable and not onerous (in the Authority's absolute opinion).

5.13. Nothing in this Agreement shall prevent or restrict the Authority from disclosing to any New Service Provider any data, information and/or documentation received from the Service Provider pursuant to its obligations to provide Exit Assistance or otherwise pursuant to this Agreement.

5.14. Immediately following any notice of termination of this Agreement or a Service, and at least six (6) months prior to expiry of this Agreement the Service Provider must review all outstanding Changes initiated in accordance with the Change Control Procedure and identify the current status and costs incurred for each Change. The Authority and the Service Provider shall review each outstanding Change, and determine for each one whether:

5.14.1. the Change should be completed by the Service Provider, in which case the provisions of the Change Control Procedure shall apply; or

5.14.2. no further work should be undertaken by the Service Provider in respect of the Change, in which case the Authority shall not be required to pay to the Service Provider any costs in relation to the aborted Change. In the event that the termination occurs in accordance with Clauses 29.3 or 29.4 the Service Provider shall be entitled to recover all reasonable costs in respect of such Changes up to the date of service of the notice of termination in accordance with the provisions of the Charges and Invoicing Schedule.

6. INFORMATION PROVISION IN CONNECTION WITH INTENDED PROCUREMENTS

6.1. In the event that the Authority decides, at any time during or at the end of the Term, to commence a procurement or otherwise seek tenders for a New Service Provider, the Service Provider shall provide, at the request of the Authority and at its own cost, to such New Service Provider or prospective New Service Provider (as the case may be), such of the information, details and lists as specified in Paragraph 4.2 of this Schedule 10 (Exit Plan).

7. TRANSITION TO THE AUTHORITY OR A NEW SERVICE PROVIDER

7.1. On or prior to the Service Transfer Date, the Service Provider shall cease to use the Authority Data and shall transfer:

7.1.1. all Authority Data;

7.1.2. all information, data and documentation relating to the Relevant Employees; and

7.1.3. all IP owned and/or licenced to the Authority pursuant to this Agreement including rights to the underlying form and structure of any databases, to the Authority and or the New Service Provider (as the case may be).

SCHEDULE 11 - CONTRACT MANAGEMENT

1. PARTNERSHIP WORKING

1.1. The Authority and the Service Provider acknowledge the benefits accruing to each of them if this Agreement is performed in a spirit of co-operation and partnership. Accordingly, the Authority and the Service Provider shall each seek to work closely together in a spirit of trust and co-operation to facilitate effective performance by the Service Provider of the provision of the Services.

2. CO-OPERATION AND LIAISON

2.1. The Service Provider acknowledges that the successful provision of the Services requires the Service Provider to co-operate and liaise with other partners and stakeholders.

2.2. The Service Provider shall be under a general obligation to facilitate the development of the Scheme by co-operating with the Authority, its partners and stakeholders, including (without limitation):

2.2.1. attending liaison meetings where appropriate; and

2.2.2. providing to other partners and stakeholders relevant information regarding the Services provided that such information is not Commercially Sensitive Information.

3. PROJECT BOARD

3.1. The Authority may implement a Project Board as a forum for communication and discussion between the parties at a senior level of strategic and other fundamental issues relating to the provision of the Services and this Agreement generally. Where implemented, the Project Board shall meet at the Authority's premises (unless otherwise agreed) at a frequency to be determined by the Authority. The Service Provider Scheme Manager shall attend meetings of the Project Board. In the event that the Service Provider Scheme Manager is unavailable, the Service Provider may nominate, with the consent of the Authority an alternative appropriate person (who shall be a relevant senior manager of the Service Provider) to attend meetings of the Project Board.

4. CONTRACT MANAGEMENT

4.1. The Service Provider shall appoint a contract manager who shall be responsible for the day-to-day delivery of the Services (the "**Service Provider Contract Manager**"). The Service Provider shall ensure that the Service Provider Contract Manager has the authority to take all day-to-day operational decisions in relation to the provision of the Services. The Service Provider Contract Manager shall not have the authority to make or agree amendments to this Agreement.

4.2. The Service Provider shall nominate a Scheme Manager who shall have overall responsibility for delivery of the Services to the Authority (the "**Service Provider Scheme Manager**"). The Service Provider shall ensure that the Service Provider Scheme Manager has the authority to take all strategic decisions in relation to this Agreement. The Service Provider Scheme Manager shall have the authority to make or agree amendments to this Agreement, such amendments to be made in accordance with the Change Control Procedure.

4.3. As at the Effective Date, the Service Provider Contract Manager shall be [redacted] and the Service Provider Scheme Manager shall be [redacted] The Service Provider shall not remove or replace the Service Provider Contract Manager or the Service Provider Scheme Manager unless:

4.3.1. requested to do so by the Authority;

4.3.2. the Service Provider Contract Manager or Service Provider Scheme Manager (as relevant) resigns or is dismissed; or

4.3.3. the Authority agrees to such removal or replacement (such agreement not to be unreasonably withheld or delayed).

4.4. Any replacement of the Service Provider Contract Manager or Service Provider Scheme Manager (as relevant) shall require the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).

4.5. The Authority shall appoint a contract manager who shall have overall responsibility for managing all issues arising out of the provision of the Services or otherwise arising out of this Agreement (the "**Authority Contract Manager**"). The identity of the Authority Contract Manager and his/her replacement from time to time shall be notified to the Service Provider in writing.

4.6. The Authority Contract Manager and Service Provider Contract Manager shall meet not less than once per quarter and during the period up to and including the first anniversary of the Service Commencement Date not less than once per month (unless otherwise notified by the Authority). The venue for the meeting shall, unless otherwise agreed, be at the Authority's premises. Either Party may request more frequent meetings with a view to:

4.6.1. ensuring that the other Party is fully briefed on relevant information material to this Agreement and to the provision of the Services;

4.6.2. ensuring the successful and efficient operation of this Agreement and provision of the Services;

4.6.3. considering operational issues with a view to improving the provision of the Services;

4.6.4. settling at an early stage any potential areas of dispute without the need of a formal referral to the Dispute Resolution Procedure; and

4.6.5. escalating areas of dispute within the Dispute Resolution Procedure.

4.7. No later than twenty (20) Business Days after each anniversary of the Service Commencement Date, the Authority and the Service Provider shall review the overall operation of the Agreement to assess:

4.7.1. the Service Provider's performance under the Agreement;

4.7.2. whether the Services continue to meet the Authority's requirements; and

4.7.3. whether the parties are working effectively together and to identify areas for improvement. Any changes to the Services that the parties agree to make as a result of such review shall be implemented in accordance with the Change Control Procedure set out in Schedule 6 (Change Control Procedure).

SCHEDULE 12 - KEY PERSONNEL

[redacted]

SCHEDULE 13 - PERFORMANCE MANAGEMENT

DEFINITIONS

In this Schedule, the following words and phrases shall have the meanings set out below:

Assessment Date	means the fourth (4th) anniversary of the Service Commencement Date;
Assessment Period	means the period between the Service Commencement Date and the Assessment Date;
Monthly Service Statement	means the statement produced in accordance with paragraph 4.2 of this Schedule 13 (Performance Management);
Performance Point	means a performance point incurred by the Service Provider in accordance with Appendix 1 of this Schedule 13 (Performance Management);
Performance Threshold	means the level of Service Provider performance required to trigger an extension of this Agreement as set out in Paragraph 8 below;
Remediation Plan	means a brief summary prepared by the Service Provider and included in the Monthly Service Statement setting out (in respect of each failure to meet a Service Level in the relevant month): (a) the scale of the problem; (b) an outline of the steps that the Service Provider proposes to take

(or has taken) to rectify or improve its performance in respect of that Service Level; and

(c) a statement as to the timescales within which the steps set out in (b) will be implemented; and

Service Rectification Plan has the meaning given to it in Paragraph 6.2 (below).

1. PURPOSE

1.1. This Schedule describes the performance management regime which is to be adopted by the Parties in relation to this Agreement. The performance management regime is to be used to measure the Service Provider's compliance with its obligations under this Agreement, including in the delivery of the Services.

1.2. In addition to the measurements set out in this Schedule 13, other processes shall be used by the Authority for measuring the Service Provider's performance including exercise of audit rights in accordance with Clause 33 and Schedule 5 (Audit, Access and Records).

2. COMPLIANCE WITH SERVICE LEVELS

2.1. During the Term, the Service Provider shall meet or exceed the Service Levels set out in Appendix 1 and take corrective action in the event of any failure to meet the Service Levels.

2.2. Where the Service Provider fails to meet a Service Level, the Service Provider shall accrue Performance Points in accordance with the Appendix 1 to this Schedule 13 (Performance Management). The Service Provider's failure to meet a Service Level shall not incur Performance Points where and to the extent that the Service Provider can reasonably demonstrate to the Authority that such failure:-

2.2.1. was caused by a Force Majeure Event; or

2.2.2. was caused by an Authority Default.

3. RE-PERFORMANCE

3.1. If any part of the Services is not performed in accordance with this Agreement then the Service Provider shall promptly re-perform or replace (where appropriate) the relevant part of the Services without additional charge to the Authority.

4. REPORTING OBLIGATIONS

4.1. The Service Provider shall ensure that it has appropriate systems and procedures in place to capture and report on compliance with Service Levels as required by this Schedule.

4.2. The Service Provider shall deliver a monthly performance management report to the Authority within five (5) Business Days from and including the first day of each month in respect of the previous month detailing performance in respect of each Service Level and against the Performance Threshold ("**Monthly Service Statement**"). Each such report shall identify any failures to meet the particular Service Level during the relevant month. The format of the monthly performance management report shall be agreed between the Parties during the Implementation Period.

4.3. Within five (5) Business Days of the Assessment Date, the Service Provider shall provide a report to the Authority (in such form and providing such information as the Authority may reasonably require) detailing performance against the Performance Threshold over the previous four (4) Contract Years to enable the Authority to determine whether or not the Performance Threshold has been met.

5. BREACH OF INDIVIDUAL SERVICE LEVELS

5.1. Where the Service Provider accrues Performance Points in respect of any Service Level in any month, the Service Provider shall, upon written request from the Authority, provide a Remediation Plan with the Monthly Service Statement.

5.2. The Authority may provide representations and/or comments on the Remediation Plan. The Service Provider shall take reasonable account of all comments and/or representations made by the Authority.

5.3. The Service Provider shall fully implement the Remediation Plan in accordance with its terms (including the timescales set out in the Remediation Plan).

6. DEFAULT NOTICES AND REPEATED BREACHES OF SERVICE LEVELS

6.1. Without prejudice to the generality of Paragraph 3 above, where the Service Provider is, in the reasonable opinion of the Authority, in material breach of its obligations under this Agreement or that the overall level of performance is materially deficient then, without prejudice to any other remedy available to the Authority, the Authority may serve upon the Service Provider a notice ("Default Notice") and the provisions of this Paragraph shall apply.

6.2. Where:

6.2.1. the Authority serves a Default Notice; or

6.2.2. the aggregate number of Performance Points accrued in a month exceeds fifty two (52); or

6.2.3. the mean average number of Performance Points accrued each month over any six (6) consecutive month period exceeds twenty four (24),

the Service Provider shall, unless notified otherwise by the Authority, prepare a written rectification plan ("**Service Rectification Plan**"). The Service Rectification Plan shall be issued to the Authority by the Service Provider's Scheme Manager and shall provide the following information:

6.2.4. identification of the scale of the problem; and

6.2.5. the steps that the Service Provider proposes to take to rectify or improve its performance including all failures to meet Service Levels; and

6.2.6. a statement as to how success in implementing the Service Rectification Plan will be measured; and

6.2.7. a statement as to the timescales within which the Service Rectification Plan will be implemented; and

6.2.8. such other information as may be reasonably required by the Authority.

The Service Rectification Plan shall be submitted by **5pm on the fifth (5th) Business Day** following but excluding the day of submission of the Monthly Service Statement in which the Performance Points are accrued to reach the thresholds set out above or by **5pm on the tenth (10th) Business Day** following the day of receipt

of the Default Notice by the Service Provider. The Service Provider shall make such amendments to the Service Rectification Plan as may reasonably be requested by the Authority.

6.3. The Authority shall approve the Service Rectification Plan as soon as reasonably practicable but in any event within ten (10) Business Days from and including the date of its submission to the Authority.

6.4. As soon as the Authority has approved the Service Rectification Plan, the Service Provider shall fully implement the Service Rectification Plan in accordance with its terms (including the timescales set out in the Service Rectification Plan).

6.5. If the Service Provider fails fully to implement the Service Rectification Plan in accordance with its terms (including timescales) then without prejudice to any other remedy available to the Authority, the Authority may:

6.5.1. implement the provisions of Clause 8 (Performance Management) of this Agreement with such failure being a Step-In Trigger; or

6.5.2. treat such failure as a Deemed Material Default.

7. SERIOUS UNDERPERFORMANCE

7.1. Should the Service Provider:

7.1.1. incur aggregate Performance Points each month in excess of fifty six (56) for three (3) or more consecutive months or for more than six (6) months in any Contract Year; or

7.1.2. be issued with two (2) or more Default Notices in any period of twelve consecutive months,

then this shall constitute a Deemed Material Default and the provisions of Clause 29 (Termination) shall apply.

8. PERFORMANCE THRESHOLD

8.1. The Performance Threshold shall be deemed to be satisfied if the total number of Performance Points accrued by the Service Provider during the Assessment Period does not exceed one thousand two hundred (1200).

9. CUSTOMER SATISFACTION SURVEYS

9.1. The Authority may from time to time request through the Change Control Procedure that the Service Provider undertake an agreed programme of customer satisfaction surveys.

10. PROVISION OF STATISTICAL DATA

10.1. The Service Provider shall deliver a bi-annual statistical data report to the Authority within five (5) Business Days of the date falling every six (6) months throughout the Term from the Service Commencement Date detailing the following (the "**Statistical Data Report**"):

10.1.1. The total number of Deposits in the Scheme at the end of the previous six (6) month period;

10.1.2. The total value of all Deposits in the Scheme at the end of the previous six (6) month period;

10.1.3. The total number of disputes between the Tenants and the Landlords resolved from the Service Commencement Date to the end of the previous six (6) month period;

10.1.4. The total number of complaints against the Scheme received from the Service Commencement Date to the end of the previous six (6) month period; and

10.1.5. Details of which category the complaints falling under Paragraph 10.1.4 (above) fall into, from the following categories:

10.1.5.1. Quality of the service provision under the Scheme;

10.1.5.2. Quality of guidance (including website) provided in relation to the Scheme;

10.1.5.3. Quality (including independence) of the complaints system for the Scheme; and

10.1.5.4. Complaints related to the ADR process.

Appendix 1

Service Levels

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
1	Initial response to helpline calls by a customer service representative within the defined hours of operation.	60 Seconds	< = 60 Seconds		0	N	- Figure for average response time during period. - Breakdown of all individual calls.
			60 seconds < x < 75 Seconds	L	1		
			75 seconds < = x < 90 Seconds	M	2		
			> 90 seconds	C	4	Y	
2	Substantive response	5 Business	< 5 Business		-1	N/A	- Figure for average

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	to written, email or web-based complaints.	Days	Days				resolution time during the period. - Breakdown of all individual enquiries.
			5 Business Days		0	N	
			5 Working Days < x < 6 Business Days	L	1		
			6 Business Days < = x < 7 Business Days	M	2		
			>7 Business Days	C	4	Y	

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
3	Response to written, email or web-based enquiries.	1 Business Day	< = 1 Business Day		0	N	- Figure for average resolution time during period. - Breakdown of all individual enquiries.
			1 Business Day < = x < 2 Business Days	L	1		
			2 Business Days <= x < 3 Business Days	M	2		
			> 3 Business Days	C	4	Y	
4	24 hours a day, 7	99%	> 99%		-2	N/A	Figure on the

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	days a week availability of web access to the system for End Users, exclusive of scheduled downtime.	availability	availability				percentage of:
			99% availability	L	0	N	- System Availability - Scheduled Downtime - Unscheduled Downtime
			98% <2 = x < 99% availability	M	2		
			98%8 < = x < 97% availability	H	4		
			<97% availability	C	8	Y	
5	Resolution of	28 days	< 28 days		-2	N/A	- Figure for average number

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	disputes by the ADR. Measured from notification of dispute following agreement by both Landlord and tenant to use the ADR service.		28 days	L	0	N	of days between initial notification of dispute and resolution. - Unit breakdown for time to resolve each dispute.
			35 days > = x > 28 days	M	2		
			42 days > = x > 35 days	H	4		
			>42 days	C	8	Y	
6	Notification dispatched to Landlord and tenant(s) of a final ADR decision.	2 Business Days	< 2 Business Days		-2	N/A	- Figure for average number of days between initial notification of resolution and despatch of notification to tenant.
			2 Business Days	L	0		

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	Measured from the day following Service Provider receipt of such notification from the ADR service.		3 Business Days > = x > 2 Business Days	M	2	N	- Unit breakdown for time to dispatch notification of ADR decision for each dispute.
			4 Business Days > = x > 3 Business Days	H	4		
			>4 Business Days	C	8	Y	
7	Scheduled reports, fully compliant, and provided to the Authority by the time	As per agreed reporting	> = 1 Business Day early		-2	N/A	- Figure for the number of Business Days late.
			On time	L	0		

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	specified in the Agreement. Measured from due date.	schedule	Due date + 1 Business Day	M	2	N	
			Due Date + 2 Business Days	H	4		
			Due date + > 2 Business Days	C	8	Y	
8	Provisions of the Statistical Data Report under Paragraph 10 of this Schedule 13 (Performance	As per agreed timescale under Paragraph 10 of this	> = 1 Business Day early		-2	N/A	- Figure for the number of Business Days late.
			On time	L	0		
			Due date + 1	M	2		

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	Management).	Schedule 13 (Performance Management).	Business Day			N	
			Due Date + 2 Business Days	H	4		
			Due date + > 2 Business Days	C	8	Y	
9	Confirmation dispatched to Landlord of deposit protection and provision of required tenancy. Measured from the	3 Business Days	< 3 Business Days		-4	N/A	- Figure for average number of Business Days between the Deposit being protected and required information being sent to the Landlord. - Unit breakdown for time for each
			3 Business Days	L	0	N	
			4 Business Days > = x > 3	M	4		

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	Business Day on which the tenancy is placed on protection with the Scheme.		Business Days				confirmation response.
			5 Business Days > = x > 4 Business Days	H	6		
			> 5 Business Days	C	10	Y	
10	Return of disputed Deposits. Measured from the Business Day the Service Provider receives	5 Business Days	< 5 Business Days		-4	N/A	- Figure for average number of Business days between receipt of confirmation and return of the Deposit.
			5 Business Days	L	0		

No.	KPI Description	Target	Actual Service Level (monthly)	Severity (Low/ Medium/ High/ Critical)	Performance Point Value	Remediation Plan Required?	Reporting Format (monthly)
	receipt of confirmation of its release.		6 Business Days > = x > 5 Business Days	M	4	N	- Unit breakdown for time for each Deposit return.
			7 Business Days > = x > 6 Business Days	H	6		
			7 Business Days	C	10	Y	

SCHEDULE 14 - SECURITY

1. PRINCIPLES

1.1. The Service Provider shall be responsible for ensuring the physical and technological security of:

1.1.1. the Service Provider Systems;

1.1.2. Authority Data; and

1.1.3. the Services,

and shall implement all appropriate security measures, investigate all actual or suspected security weaknesses, breaches and/or incidents and take any remedial action found to be necessary in connection with the Service Provider Systems, Authority Data and/or the Services.

2. SECURITY STANDARDS

2.1. Throughout the Term and in relation to all security issues, the Service Provider shall (and shall procure that all Sub-Contractors shall) have due regard to the principles and practices of BS 7799 for Information Security Management Systems and guidance in initiating, implementing or maintaining security within an organisation, it being acknowledged and agreed by the Parties that nothing in this Schedule 13 (Security) shall require the Service Provider to obtain certification by an external agency in relation to its practices under this Paragraph 2.1. The Service Provider shall in its sole discretion manage and control those aspects of the standard that it or its Sub-Contractors are required to comply with in a manner which is appropriate to the Services and its obligations under this Agreement. The Service Provider undertakes that it (and shall procure that its Sub-Contractors) do not apply a standard that is less onerous in relation to this Agreement than it applies to the remainder of its business as a financial services provider.

2.2. Upon request by the Authority at any time during the Term, the Service Provider shall demonstrate to the Authority that appropriate technical and non-technical security controls have been implemented and are operating effectively in accordance with this Agreement.

2.3. The Authority shall retain the right to inspect and examine at any time the design of security measures proposed or put in place by the Service Provider and, at the Authority's absolute discretion, to require the Service Provider to amend, suspend or remove any such security measures.

2.4. In all matters of security, the Service Provider shall provide the Authority with full details of any products, systems or processes proposed by the Service Provider in connection with its provision of the Services.

3. SECURITY MANAGEMENT

3.1. The Service Provider shall operate a security management function in relation to the Service Provider Systems. This shall include having:

3.1.1. a single named point of contact within the Service Provider organisation for security management;

3.1.2. board-level responsibility for security within the Service Provider;

3.1.3. an appropriate process within the Service Provider for escalation and resolution of security issues;

3.1.4. security specialists with the necessary skills and experience (including risk assessment, technical design, security testing, vulnerability assessment and contingency planning) to fulfil the requirements of this Agreement;

3.1.5. administrators with the necessary skills and experience to perform required security administration activities including setting up new users, Malicious Software clean-up, data back-up, system monitoring, the investigation of security incidents; and

3.1.6. a person or team responsible for assessing the security implications of new technology or evaluating the opportunities presented by new security products and services.

3.2. The Service Provider shall implement and maintain a detailed security management process for the Service Provider Systems, which shall be agreed with the Authority during the Implementation Period for all environments (other than the Disaster recovery environment).

3.3. The Authority may, on the provision of notice which is reasonable in the circumstances (in the Authority's absolute opinion), convene such meetings as it considers necessary to deal with any security-related issues. The Service Provider shall ensure that the Service Provider Personnel nominated by the Authority are available to attend any such meeting.

3.4. Without prejudice to any obligations of the Service Provider under this Agreement, the Service Provider shall provide the Service Provider Personnel with appropriate training on security functions and procedures.

4. SECURITY TEST PLANS AND THEIR IMPLEMENTATION

4.1. During the Implementation Period for all environments (other than the Disaster recovery environment), the Service Provider shall produce a security testing strategy and plan in relation to the Scheme and the Services ("**Security Test Plan**").

4.2. The Security Test Plan shall also include:

4.2.1. the testing and acceptance process and proposals for the test/reference systems;

4.2.2. responsibilities for security testing;

4.2.3. categories of hosted system, security components and the types of testing (including functional testing, configuration vulnerability analysis, penetration testing) that shall be applied to each category;

4.2.4. success criteria for each type of test; and

4.2.5. pro-forma test plan(s).

4.3. The Service Provider shall ensure during the Term that an updated Security Test Plan is prepared where necessary following a Change to the Services and/or the Scheme. The Service Provider shall submit a copy of the updated Security Test Plan to the Authority on request.

4.4. The Service Provider shall be responsible for building and integrating the security controls to be provided as part of the Services. The security controls shall be tested under the security testing procedure set out in the Security Test Plan.

4.5. Upon request by the Authority, the Service Provider shall document the findings of any security testing and provide a security test report to the Authority.

4.6. New elements of the Services shall not be implemented until the relevant security testing has been conducted and, if a security test report has been requested, the security test report has been submitted to the Authority.

4.7. The Service Provider shall not use live Authority Data for test purposes (unless otherwise agreed in writing by the Authority).

5. ACCOUNTING AND AUDIT

5.1. The Service Provider shall implement, operate and maintain audit logs and trails for the Services throughout the Term.

5.2. The Service Provider shall review all audit logs and deal with any activity identified by those logs and trails in a timely manner.

5.3. The Service Provider shall ensure that the recording by audit controls is correct, consistent and effective by testing the logs and trails in accordance with its standard practices. Testing of the logs and trails should include testing those logs and trails which correspond to the timing of penetration testing activities arranged by the Authority.

5.4. The Service Provider shall document the findings of audit control testing to confirm the effectiveness of the security controls and provide an audit control security test report for acceptance by the Authority.

6. MONITORING AND SECURITY INCIDENT MANAGEMENT

6.1. The Service Provider shall ensure that all data, logs, documents and other relevant information relating to any security incident are kept securely. Such data, logs, documents and information shall not be destroyed unless the Service Provider has first obtained the written approval of the Authority.

6.2. The Service Provider shall produce, maintain and implement an agreed strategy for protection against, detection of and removal of Malicious Software.

6.3. During the Implementation Period for all environments (other than the Disaster recovery environment), the Service Provider shall document:

6.3.1. the timescales for undertaking the following activities:

6.3.1.1. security administration activities including providing emergency access and taking back-ups off-site;

6.3.1.2. responses to Malicious Software and provision of a clean-up service;

6.3.1.3. provision of reports on security incidents and information as to the response to such security incident and prevention of other security incidents; and

6.3.2. a scheme for classifying security incidents (in terms of their severity) and the timescales within which the Service Provider shall be required to respond.

6.4. The Service Provider shall report all material security incidents:

6.4.1. impacting on the Services and/or the Scheme; or

6.4.2. potentially impacting on the Services and/or the Scheme

to the Authority's Contract Manager.

6.5. The Service Provider shall have in place appropriate monitoring systems to detect security-related issues.

7. CHANGE CONTROL

7.1. Each Impact Assessment conducted in accordance with the Change Control Procedure shall also include details of the impact of any proposed Change upon security including an assessment of the impact of the change on:

7.1.1. existing technical security arrangements;

7.1.2. the then current versions of the security policies and documentation referred to in this Security Schedule; and

7.1.3. any physical, administrative and personnel security arrangements required.

7.2. The Service Provider shall ensure that no Change is implemented unless a security risk assessment has been performed.

8. LEGAL AND REGULATORY

8.1. The provisions of this Paragraph 8 (Legal and Regulatory) are without prejudice to the requirements elsewhere in this Agreement for the Service Provider to comply with all applicable Laws and Data Standards in providing the Services.

8.2. The Service Provider shall maintain adequate records throughout the Term to enable verification by the Authority and its agents of compliance by the Service Provider with Laws and Data Standards and the policies and guidelines referred to at Paragraph 2.1 (Security Standards) of this Schedule 14 (Security). These records shall be made available to the Authority on request in accordance with Clause 33 (Rights of Audit and Access and Record Keeping) and Schedule 5 (Audit, Access and Records).

9. DOCUMENTATION

Technical security design documentation

9.1. The Service Provider's technical security design documentation shall be prepared by the date specified in the Implementation Plan and shall include all necessary security aspects related to the Services to be provided. The documentation shall be provided to the Authority on request and the Service Provider shall take reasonable account of any comments or representations made by the Authority following review of the documentation.

Other security documentation

9.2. The Service Provider shall maintain security documentation including:

9.2.1. an overall security strategy (defining the Service Provider's approach to maintaining a secure environment); and

9.2.2. the technical security strategy (outlining the technical measures implemented by the Service Provider to maintain a secure hosting environment).

9.3. In respect of the documents described in Paragraph 9.2 (above), the Service Provider shall implement and maintain a document management and version control

system which enables clear identification of each document's history and revision trail.

9.4. The Service Provider shall comply with its established security operating procedures and ensure that those security-operating procedures are distributed to all relevant Service Provider Personnel.

SCHEDULE 15 - SUB-CONTRACTORS

[redacted]

[redacted]

SCHEDULE 17 - IMPLEMENTATION

1. DEFINITIONS

1.1. In this Schedule:

Achieve	means in respect of a Test, to successfully pass a Test without any Test Issues and in respect of a Milestone means completion of the event or task represented by the Milestone and **"Achieved"** shall be construed accordingly;
Correction Plan	means the Service Provider's plan for the remediation of any Delay;
Delay	means the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to Achieve a Milestone;
Implementation Plan	means the plan for the implementation of the Services (covering all implementation, migration and transition matters) set out in Appendix 1 (Implementation Plan) to this Schedule 17 (Implementation);
Milestone	means an event or task described in the Implementation Plan which (if applicable) must be completed by the relevant Milestone Date;
Milestone Achievement Certificate	means a document issued by the Service Provider certifying that a Milestone has been achieved and containing all the information prescribed in Paragraph 6.4 of this Schedule 17 (Implementation);
Milestone Confirmation	means a document issued by the Service Provider confirming a Milestone with no Milestone Outputs has been completed and

	containing all the information prescribed in Paragraph 5.1 of this Schedule 17 (Implementation);
Milestone Date	means the date set against the relevant Milestone in the Implementation Plan;
Milestone Output	means any Milestone or output related to a particular Milestone that requires Testing;
Operational Phase	means the phase in which the Service Provider shall deliver the Services and commencing from the Service Commencement Date;
Pre-Operational Services	means the Services to be performed during the Implementation Period as set out in the Implementation Plan and including the Testing Procedures;
Revised Milestone Date	means any revised date which is set by the Authority Contract Manager to Achieve a Milestone;
Test	any test required to be carried out under this Schedule 17 (Implementation) and **"Testing"** shall be construed accordingly;
Test Issue	means any issue that arises during a Test whereby the Test is not completed successfully;
Test Success Criteria	means the criteria which once successfully met results in a Test being successfully completed; and
Testing Procedures	means the testing procedures specified by the Service Provider in respect of each Milestone Output, the successful culmination of which results in the Test Success Criteria being met.

2. PRINCIPLES

2.1. This Schedule 17 (Implementation) sets out the implementation and testing activities to be undertaken by the Service Provider to allow the Services and the Scheme to be fully operational at Service Commencement Date.

2.2. The Service Provider shall be responsible for Testing but the Authority reserves the right to monitor Testing or conduct its own tests.

2.3. Notwithstanding the provisions of this Schedule 17 (Implementation), the Service Provider shall remain solely responsible for ensuring that the Service Provider Method Statement, the Service Provider's information technology and the Service Provider's processes and systems allow the Service Provider to provide the Services in accordance with this Agreement and that the Service Levels are achieved during the Operational Phase.

2.4. Where the Service Provider is required to implement a Change through the Change Control Procedure such implementation of the Change shall be conducted in accordance with the principles and provisions relating to Tests, Testing, Delays and Milestones set out in this Schedule 17 (Implementation).

3. PRE-OPERATIONAL SERVICES

3.1. The Service Provider shall provide the Pre-Operational Services in accordance with the Implementation Plan.

3.2. The Service Provider shall provide weekly updates to the Authority throughout the Implementation Period on:

3.2.1. the Service Provider's progress with the delivery of the Implementation Plan and the Pre-Operational Services; and

3.2.2. notwithstanding Paragraph 7 (Implementation Delays) (below), any risks or issues that may or will impact on or result in a Delay and/or the Service Commencement Date not being met.

3.3. The Service Provider shall provide to the Authority by the earlier of:

3.3.1. not less than fifteen (15) Business Days prior to a Milestone Date; or

3.3.2. not less than five (5) Business Days prior to commencing Tests on a particular Milestone Output,

a document clearly setting out the Testing Procedures and relevant Test Success Criteria. The Authority may provide representations and/or comments on the Testing Procedures and/or the Test Success Criteria. The Service Provider shall take reasonable account of all comments and/or representations made by the Authority and shall where necessary update the Testing Procedures and/or the Test Success Criteria before commencing the relevant Test(s).

4. MILESTONES

4.1. The Service Provider shall use its best endeavours to complete each Milestone by the relevant Milestone Date.

4.2. Failure to complete a Milestone by the relevant Milestone Date (including where a Milestone Output fails to satisfactorily pass the relevant Test(s)) shall be governed by Paragraphs 7 to 8 (inclusive) below.

4.3. When the Service Provider has completed the Pre-Operational Services in respect of a Milestone it shall:

4.3.1. where there is one (1) or more Milestone Output in respect of that Milestone, submit any Milestone Output for Testing utilising the Testing Procedures and Paragraph 6 (below) shall apply; or otherwise

4.3.2. issue the Authority with a Milestone Confirmation.

5. MILESTONE CONFIRMATION

5.1. The Milestone Confirmation shall:

5.1.1. detail the Pre-Operational Services carried out by the Service Provider in respect of the relevant Milestone; and

5.1.2. confirm and certify that all Pre-Operational Services in respect of the relevant Milestone have been satisfactorily completed; and

5.1.3. be signed by the Service Provider Scheme Manager on behalf of the Service Provider.

6. MILESTONE OUTPUTS

6.1. Each Milestone Output shall be submitted to Testing by the Service Provider prior to the relevant Milestone Date.

6.2. Where all Milestone Outputs for the relevant Milestone successfully pass the requisite Tests the Service Provider shall issue a Milestone Achievement Certificate to the Authority.

6.3. Where any or all of the Milestone Outputs for the relevant Milestone fail to pass the requisite Tests:

6.3.1. the Service Provider shall re-perform the relevant Pre-Operational Services; and

6.3.2. re-submit the Milestone Outputs to the relevant Tests,

and upon all Milestone Outputs successfully passing the relevant Tests, Paragraph 6.2 (above) shall apply.

Where any or all of the Milestone Outputs for the relevant Milestone fail to pass the requisite Tests by the Milestone Date even after the re-performance of the Pre-Operational Services and the re-submission of the Milestone Outputs to the relevant Tests, that Milestone shall not be completed by the Milestone Date and Paragraphs 7 (Implementation Delays) and 8 (Delays to Milestones due to Authority Default) (below) shall apply.

6.4. The Milestone Achievement Certificate shall:

6.4.1. detail the Pre-Operational Services carried out by the Service Provider in respect of the relevant Milestone;

6.4.2. confirm that all Pre-Operational Services in respect of the relevant Milestone have been satisfactorily completed;

6.4.3. confirm that all relevant Tests have been undertaken;

6.4.4. certify that all relevant Tests have been successfully completed; and

6.4.5. be signed by the Service Provider Scheme Manager on behalf of the Service Provider.

7. IMPLEMENTATION DELAYS

7.1. If at any time the Service Provider becomes aware that it will not (or is unlikely to) Achieve any Milestone by the relevant Milestone Date it shall immediately notify the Authority of the fact of the Delay and summarise the reasons for it.

7.2. The Service Provider shall, as soon as possible and in any event not later than five (5) Business Days from and including the date of the initial notification under Paragraph 7.1 (above), provide to the Authority:

7.2.1. full details in writing of:

7.2.1.1. the reasons for the Delay;

7.2.1.2. the duration of the Delay;

7.2.1.3. the consequences of the Delay including confirmation on whether the Delay will result in the Service Provider being unable to deliver the Services on the Service Commencement Date; and

7.2.1.4. if the Service Provider claims that the Delay is due to an Authority Default, the reason for making that claim; and

7.2.2. a draft Correction Plan.

7.3. The draft Correction Plan shall identify the issues arising out of the Delay and the steps that the Service Provider proposes to take to Achieve the Milestone in accordance with this Agreement. The Authority may provide representations and/or comments on the draft Correction Plan. The Service Provider shall take reasonable account of all comments and/or representations made by the Authority and shall where necessary update the Correction Plan. The Service Provider shall comply with its Correction Plan once finalised.

7.4. The Authority Contract Manager shall:

7.4.1. consider the duration of the Delay, the nature and the effect of the Delay on the Service Provider's ability to comply with the Implementation Plan and the draft Correction Plan;

7.4.2. consult with the Service Provider Contract Manager in determining the effect of the Delay and finalising the Correction Plan;

7.4.3. fix a Revised Milestone Date; and

7.4.4. if appropriate, make any consequential revision to subsequent Milestones in the Implementation Plan.

7.5. If the Service Provider's analysis of the effect of the Delay in accordance with Paragraph 7.2 (above) permits a number of options, the Authority shall have the right to select which option shall apply.

7.6. The Authority shall not delay unreasonably when considering and determining the effect of a Delay or in agreeing a Change pursuant to the Change Control Procedure.

7.7. In all circumstances the Service Provider shall deploy all additional resources and take all reasonable steps to eliminate or mitigate the consequences of the Delay.

7.8. Subject to Paragraph 8 (below), where a Delay means that the Service Provider will be unable to deliver the Services on the Service Commencement Date in accordance with this Agreement, the Service Provider shall reimburse the Authority in full on demand for all costs the Authority incurs in contracting with an Alternative Scheme Provider to deliver the Services during the period of the Delay from and including the Service Commencement Date.

7.9. If, during the Implementation Period, a Delay occurs and the Authority considers, acting reasonably, that the Implementation Plan cannot be implemented by the Service Provider then the Authority shall be entitled to terminate this Agreement with immediate effect and the Service Provider shall reimburse the Authority, on demand for any procurement costs (if applicable) it incurs in having to procure an Alternative Scheme Provider and for all costs the Authority incurs in contracting with an existing Alternative Scheme Provider to deliver the Services until a new Alternative Scheme Provider is put into place. No compensation shall be payable by the Authority to the Service Provider as a result of such termination and the provisions of Clause 29.5 (Consequences of expiry or termination) shall apply.

7.10. Any Change that is required to the Implementation Plan shall be implemented in accordance with the Change Control Procedure.

7.11. Any disputes about or arising out of Delays shall be resolved through the Dispute Resolution Procedure. Pending the resolution of the Dispute both Parties shall continue to work to resolve the causes of and mitigate the effects of the Delay.

8. DELAYS TO MILESTONES DUE TO AUTHORITY DEFAULT

8.1. Where:

8.1.1. the Service Provider considers that a Delay is being caused or contributed to by an Authority Default and has not been caused or contributed to by the Service Provider or as the result of any act or omission by the Authority to which the Service Provider has given its prior consent; and

8.1.2. the Service Provider would have been able to Achieve the Milestone by its Milestone Date but has failed to do so as a result of an Authority Default,

the Service Provider shall have the rights and relief set out in this Paragraph 8 (Delays to Milestones Due to Authority Cause), subject always to the Service Provider fulfilling its obligations in Paragraph 7.1 and 7.2 (above).

8.2. The Service Provider shall:

8.2.1. be allowed an extension of time equal to the Delay caused by the Authority Default. The Service Provider shall provide the Authority with any information the Authority may require in order to assess the validity of the Service Provider's claim for an extension of time; and

8.2.2. not be in breach of this Agreement as a result of the failure to Achieve the relevant Milestone by its Milestone Date and the provisions of Paragraphs 7.8 and 7.9 (above) will not apply to that Delay.

Appendix 1

Implementation Plan