

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract v1.0

SCHEDULE 9.2

KEY PERSONNEL

OFFICIAL

Key Personnel

1 KEY PERSONNEL

- 1.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term.
- 1.2 Paragraph 2 of this Schedule lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 1.3 The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
- 1.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:
 - (a) requested to do so by the Authority;
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - (c) the person's employment or contractual arrangement with the Supplier or a Sub contractor is terminated for material breach of contract by the employee; or
 - (d) the Supplier obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).
- 1.5 The Supplier shall:
 - (a) notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - (b) ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - (c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least sixty (60) Working Days' notice;
 - (d) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
 - (e) ensure that any replacement for a Key Role:
 - (i) has a level of qualifications and experience appropriate to the relevant Key Role; and

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- (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

1.6 The Authority may require the Supplier to remove or procure that any Subcontractor shall remove any Key Personnel that the Authority considers in any respect unsatisfactory. The Authority shall not be liable for the cost of replacing any Key Personnel.

2 KEY ROLE

KEY ROLE	Name of Key Personnel	Responsibilities/Authorities	Phase of the project during which they will be a member of Key Personnel	Minimum period in Key Role
Commercial Manager	Redacted	Responsible for all commercials relating to the Contract	All phases	Ongoing
Relationship Manager	Redacted	Responsible for ensuring service is provided per the contract	All Phases	Ongoing
Operations Manager	Redacted	Responsible for ensuring service operations is provided per the contract	All Phases	Ongoing
Contract Manager	Redacted	Responsible for the day to day management of the contract	All phases	Ongoing
Mobilisation Manager	Redacted	Responsible for managing the Supplier's obligations under Schedule 6.1 (Mobilisation)]	Mobilisation - service implementation and testing	6 months (or until completion of mobilisation)