

OFFICIAL - COMMERCIAL

SCHEDULE 3

AUTHORITY RESPONSIBILITIES

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1 INTRODUCTION

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority in Schedule 2.1 (Service Requirements) and Schedule 4.1 (Supplier Proposal) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities" and cross referenced in this Schedule 3.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 GENERAL RESPONSIBILITIES

The Authority shall:

- (a) perform those obligations of the Authority which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules (except Schedule 2.1 (Service Requirement) and Schedule 4.1 (Supplier Proposal) unless identified in Paragraph 3.3 below);
- (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period; and
- (c) provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties to which the Authority has given its express prior agreement and which are specified in the Mobilisation Plan.

3 SPECIFIC RESPONSIBILITIES

ASIS IT System

- 3.1 The Authority shall, during the Term:
- (a) procure a licence for the Supplier and its Sub-contractors to use the ASIS IT System or equivalent to the extent necessary in order to provide the Services subject to and in accordance with Clauses 3 (Warranties) and 18 (Licences Granted by the Authority) and the other provisions of this Agreement;
 - (b) provide the Supplier and its Subcontractors with access to the ASIS IT System or equivalent to the extent necessary in order to provide the Services, with the specific access arrangements to be agreed by the Parties, and which for Temporary and Permanent Premises are set out in Part C of Schedule 18 (Information Technology Services); and

- (c) procure that the ASIS IT System or equivalent meets, at a minimum, the standards and performance levels set out in the ASIS Services Agreement save that:-
 - (i) the “User Access Hours” set out in Annex 3 of Schedule 18 shall be amended to be “the period between 07:00 and 20:00 Monday to Friday and 07:00 and 17:00 Saturday and Sunday (excluding Bank Holidays common across England and Wales and excluding any Permitted Maintenance period)”;
 - (ii) in respect of the “Business Facing Service Levels” as set out in the “Additional Information” in Annex 3 of Schedule 18, the target service levels therein relating to Availability and stated as being “>95.00%” shall be amended to “>96.00%”.

Authority Premises

- 3.2 In addition to its obligations provided in Schedule 15.1 (Estates) and elsewhere in this Agreement in respect of the Authority Premises, the Authority shall be responsible for ensuring that the Authority Premises comply with the relevant requirements of Part M (Access to and use of buildings) of the Building Regulations 2010 and the relevant accessibility requirements of the Equality Act 2010. The Supplier shall as soon as practicable notify the Authority if it becomes aware of any Authority Premises that are or may be non-compliant with such requirements.

Other

- 3.3 The following shall be Authority Responsibilities in respect of Authority Premises only. The Authority shall:
 - (a) provide the Supplier with access to courier services (provided by a third party at the Authority's discretion) in connection with the provision of the Services to allow the Supplier to transport claim forms, files and reports between Assessment Centres and other Authority Premises and/or Sites as may be required;
 - (b) pay for Royal Mail Collection Services and postage for outputs produced by the ASIS IT System. (Pre-paid envelopes from Royal Mail, which are required by the Supplier to deliver the Services, and are outside of those produced by the ASIS IT System, will be procured by the Supplier and charged to the Authority as Pass-through Costs);
 - (c) provide the Supplier and its Sub-contractors with access to the medical equipment listed in Schedule 15.2 (Assets); and
 - (d) provide fixed telephony at each of the Authority Premises.
- 3.4 The following shall be Authority Responsibilities for Supplier Permanent Premises and Supplier Temporary Premises. The Authority shall:

- (a) provide the Supplier with access to courier services (provided by a third party at the Authority's discretion) in connection with the provision of the Services to allow the Supplier to transport claim forms, files and reports between Assessment Centres and other Authority Premises and/or Sites as may be required; and
- (b) pay for Royal Mail Collection Services and postage for outputs produced by the ASIS IT System. (Pre-paid envelopes from Royal Mail, which are required by the Supplier to deliver the Services, and are outside of those produced by the ASIS IT System, will be procured by the Supplier and charged to the Authority as Pass-through Costs).

3.5 The Authority agrees that:-

- 3.5.1 Advanced Personnel Management (UK) Ltd ("APM") shall at all times remain the employer and the APM HCPs shall at all times remain the employee, worker, contractor, agent or partner (as appropriate) of APM.
- 3.5.2 (a) the Supplier may provide access to an IT portal, together with an associated Supplier email address and other materials for the purposes of providing the services set out in Paragraph 57A of Schedule 2.1, and which are provided solely on the basis of an information sharing site to facilitate communications with, and training of, the APM HCPs (b) by using the email address and accessing the portal and materials, it is intended that the APM HCPs status shall remain that of an employee, worker, contractor, agent or partner of APM and that it is not intended that such access shall result in the APM HCP being an employee, worker, contractor, agent or partner of the Supplier or any Supplier Affiliate (c) the information, documents, materials or tools that may be made available to the APM HCP via the IT Portal is, or is based on, documents and tools made available to Supplier employees and may therefore be drafted or reference employees on that basis. The availability of these documents and tools to the APM HCPs is not intended to affect the APM HCPs employment status.
- 3.5.3 it shall indemnify the Supplier against any misuse by the APM HCPs of the Supplier's assets or materials (including but not limited to any IT and/or email addresses) or the Authority Data, Authority Material, Authority Premises or Sites to which they may have access during the provision by the Supplier of the services and/or any Employee Liabilities including in respect of the APM HCP's payment of all salary, benefits and other payments due to the APM HCP's in respect of the APM HCPs contracts of employment and/or contracts for services (as appropriate) or termination thereof.
- 3.5.4 in Service Delivery Years 1 and 2, it shall require that each APM HCP shall sign a confidentiality agreement between the APM HCP and the Supplier in the form set out in Annex 1 to this Schedule 3 (save that reference in such form to Pertemps People Professional Group (PPDG) shall be changed to Advanced Personnel Management (UK) Ltd ("APM").

3.6 Claimant Expenses

- 3.6.1 In relation to the implementation by the Supplier of the Claimant expense IT solution, the Authority will ensure that it has completed the work to enable it to provide any required security accreditation by 12 October 2015.
- 3.6.2 Where the work has not been completed (and/or any security accreditation granted), the Authority shall confirm to the Supplier that the Claimant expenses IT solution (either the full claimant expense IT solution or the manual IT contingency solution) may be used in the performance of the Services relating to the claimant expenses (notwithstanding the DWP's work having not been completed and/or any formal accreditation not having been granted and that any further accreditation activity (full accreditation or otherwise)) shall not, subject to Authority approval, prevent the Supplier from being able to use such full or contingency solution. If the Authority does not give confirmation or approval pursuant to this paragraph, the Supplier shall not be obliged to perform the Services relating to claimant expenses and shall have no liability for such non-performance until such time as the Authority provides approval.
- 3.6.3 The Authority will use its best endeavours to ensure that the current supplier of the claimant expenses solution provides adequate and reasonable assistance to the Supplier to enable the smooth transition to the new solution by 12 October 2015.
- 3.6.4 The Authority shall, or shall procure that the incumbent provider of the Claimant expense solution shall, by 12 October 2015 and Monday to Friday daily thereafter, in such a timely way as to allow the Supplier to perform its obligations in accordance with the timescales required by this Agreement provide the SMART file (SMART being part of, and referenced in Schedule 1 subparagraph (a) of the definition, of "ASIS IT System").

Annex 1

PPDG HCP NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is made this of [insert HCP start date] 2015 by and **between THE CENTRE FOR HEALTH AND DISABILITY ASSESSMENTS LIMITED** (company number 09072343) whose registered office is at Ash House, The Broyle, Ringmer, Lewes, East Sussex, England BN8 5NN (‘CHDA’), and **xxx** of [address] (“PPDG HCP”).

CHDA has agreed with The Secretary of State for Work and Pensions (the “Authority”) to provide mentoring and training to certain Pertemps People Development Group (“PPDG”) health care professionals (“PPDG HCP”) a condition of which is that these terms are required to be signed by all PPDG HCPs before receiving such mentoring and training with CHDA to protect confidentiality.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

Definitions The following definitions shall apply:-

“Authority Data” means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to CHDA (or PPDG HCP) by or on behalf of the Authority; and/or (ii) which CHDA (or PPDG HCP) is required to generate, process, store or transmit; and/or any personal data for which the Authority is the data controller including for the avoidance of doubt any claimant records;

“Authority Materials” means the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to CHDA (or PPDG HCP) and any Intellectual Property Rights therein; owned or used by or held on behalf of the Authority; and which are or may be used in connection with the provision or receipt of the Services;

“Authority Premises” means premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by CHDA (or PPDG HCP);

“Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, agreements, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that derives independent economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its secrecy and that belong or relate to the business of CHDA and/or its customers, suppliers, clients or group companies in or on any medium or format and any other systems, materials, email addresses and Authority Materials;

“Deliverables” means all documents, software, products and materials developed or supplied by the PPDG HCP in accordance with the Services;

“Good Industry Practice” means the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking in good faith to comply with all relevant laws and engaged in the provision of the

same type of services as the Services under the same or similar circumstances and conditions as set out in the Agreement;

“Intellectual Property Rights” means copyright, database rights, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;

“Services” means all services (including all Deliverables) supplied by the PPDG HCP to CHDA under or in connection with this Agreement;

“Sites” means any premises (including the Authority Premises, CHDA’s premises or third party premises; from, to or at which: the Services are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Services; and

“Specified Purpose” means the receipt of mentoring and training from CHDA.

1. SERVICES

- 1.1 The PPDG HCP shall provide the Services to CHDA in compliance with: all applicable laws and regulations, the terms of this Agreement and all reasonable instructions given by CHDA.
- 1.2 The PPDG HCP warrants that: it shall perform the Services in accordance with: Good Industry Practice, any timetable as agreed between the parties and the terms of this Agreement; and, that all Deliverables shall be the PPDG HCP's own original work and shall not infringe the Intellectual Property Rights of any third party.
- 1.3 The PPDG HCP shall comply with all policies and procedures of CHDA as are notified to the PPDG HCP from time to time.
- 1.4 Where CHDA has provided the PPDG HCP with equipment for the PPDG HCP to use in the provision of the Services the PPDG HCP warrants that it shall take all reasonable care of such

equipment and use its best endeavours to keep such equipment safe and secure.

- 1.5 The PPDG HCP acknowledges that it shall acquire no rights of ownership, set-off or lien over such equipment and the PPDG HCP shall not allow any third party to use such equipment nor shall the PPDG HCP use such equipment for any purpose other than the provision of the Services.

2. PPDG HCP OBLIGATIONS

- 2.1. In consideration of the disclosure of the Confidential Information by CHDA to PPDG HCP, PPDG HCP undertakes:
 - 2.1.1. to keep the Confidential Information strictly confidential;
 - 2.1.2. not to disclose the Confidential Information to any third party;
 - 2.1.3. only to use the Confidential Information for the Specified Purpose and no other purposes.
- 2.2. As a condition of the rights set out in Clause 2.2 PPDG HCP must:
 - 2.2.1. ensure that any party to whom it discloses Confidential Information is under a written obligation of confidentiality in relation to such Confidential Information equivalent to the terms of this Agreement; and
 - 2.2.2. procure that such persons observe the restrictions in this Clause 2.
- 2.2. The restrictions in Clause 2.1 do not apply to any information to the extent that:
 - 2.2.1. it is or comes within the public domain other than through a breach of Clause 2.1; or
 - 2.2.2. it is in PPDG HCP’s possession (with full right to disclose) before receiving it from CHDA; or
 - 2.2.3. it is lawfully received from a third party (with full right to disclose); or

- 2.2.4. it is independently developed by PPDG HCP without access to or use of the Confidential Information.
- 2.3 The PPDG HCP agrees that it shall at all times remain an employee, worker, contractor, agent or partner (as appropriate) of the PPDG.
- 2.4 CHDA may provide access to an IT portal, together with an associated CHDA email address and other materials for training and mentoring purposes and other materials, which are provided solely on the basis of an information sharing site to facilitate communications with, and training of, the PPDG HCPs (b) by using the email address and accessing the portal and materials, it is intended that the PPDG HCPs status shall remain that of an employee, worker, contractor, agent or partner of PPDG and that it is not intended that such access shall result in the PPDG HCP being an employee, worker, contractor, agent or partner of CHDA or any CHDA affiliate (c) the information, documents, materials or tools that may be made available to the PPDG HCP via the IT Portal is, or is based on, documents, materials and tools made available to Supplier employees and may therefore be drafted or reference employees on that basis. The availability of these documents and tools to the PPDG HCPs is not intended to affect the PPDG HCPs employment status.
- 2.5 The PPDG HCP shall indemnify CHDA against any misuse by the PPDG HCP of the CHDA's assets or materials (including but not limited to any IT and/or email addresses) and/or the Authority Data, Authority Material, Authority Premises or Sites to which they may have access during the provision by CHDA of the services and confirms that CHDA shall have no liability for (and shall indemnify CHDA against) any and all employee liabilities (being all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment) including in respect of the PPDG

HCP's payment of all salary, benefits and other payments due to the PPDG HCP's in respect of the PPDG HCPs contracts of employment and/or contracts for services (as appropriate) or termination thereof.

3. ACKNOWLEDGEMENTS

- 3.1 PPDG HCP acknowledges that it shall not acquire by implication or otherwise any right in or title to or licence in respect of any Confidential Information other than as set out in this Agreement.

4. KNOWLEDGE OF UNAUTHORISED USE

- 4.1 If PPDG HCP becomes aware of any unauthorised copying, disclosure or use of any Confidential Information, it shall notify CHDA immediately and shall take such steps as are necessary to prevent further unauthorised copying, disclosure or use.

5. RETURN OF CONFIDENTIAL INFORMATION & EQUIPMENT

- 5.1. PPDG HCP shall return to CHDA all materials containing CHDA's Confidential Information (without retaining copies) and/or equipment belonging to CHDA immediately upon the earlier of
- 5.1.1. the completion of the Specified Purpose or the negotiations or discussions between the parties ending without any further contractual obligation as to confidentiality arising between the parties; or
- 5.1.2. upon termination of any further contractual obligation arising between the parties as a result of the Specified Purpose or other negotiations or discussions; or
- 5.1.3. CHDA's demand.

6. SURVIVAL OF AGREEMENT

- 6.1. PPDG HCP acknowledges and agrees that the undertakings given about the Confidential Information shall survive the termination of this or any other Agreement between the parties and shall continue in force until such Confidential Information becomes public knowledge other than by breach of this Agreement.
- 6.2. Each party acknowledges that information will not be deemed public knowledge solely by virtue of the fact that it is embraced by more general information that may have become public knowledge.

7. EQUITABLE RELIEF

- 7.1. PPDG HCP acknowledges that the value of the Confidential Information is such that an award of damages or an account of profits may not adequately compensate CHDA in the event of a breach or threatened breach of this Agreement by PPDG HCP. Accordingly:
 - 7.1.1. CHDA may seek and obtain an interim or final injunction (with or without giving notice to PPDG HCP) to prohibit or restrain it or its employees or officers from any breach or threatened breach of this Agreement; and
 - 7.1.2. the PPDG HCP agrees that this Agreement does not in any way compromise CHDA's right to seek damages or any other form of relief.

8. INTELLECTUAL PROPERTY

- 8.1. The PPDG HCP shall acquire no rights or interests in any Intellectual Property Rights of CHDA by virtue of this Agreement. PPDG HCP warrants, represents and undertakes that it shall only use Intellectual Property Rights of CHDA insofar as it is given access for the Specified Purpose and as instructed by CHDA.
- 8.2. The PPDG HCP:
 - 8.2.1. shall immediately upon creation of any Intellectual Property Right, disclose and deliver to CHDA all information and data in its

possession, power or control necessary for a full understanding, application and, where applicable, registration of the Intellectual Property Right; and

- 8.2.2. shall deliver to CHDA the source code of any software Deliverable when it has been created;
- 8.2.3. assigns to CHDA by this Agreement all rights, title and interest with full title guarantee, free from any adverse rights or claims, in all present and future Intellectual Property Rights and all other rights in the Deliverables, and any other products of the Services, which assignment shall include but shall not be limited to, all rights of action for damages for Intellectual Property Rights infringement, all rights in any modifications or enhancements to existing software performed as part of the Services and if necessary it shall procure the assignment to CHDA and the waiver of moral rights by the author or creator of such Intellectual Property Rights produced during the performance of the Services; and
- 8.2.4. promptly, and at CHDA's request, do all such further acts and execute all such documents as CHDA may from time to time require for the purpose of securing for CHDA the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to CHDA in accordance with this Clause.
- 8.3. The PPDG HCP shall irrevocably and unconditionally waive any and all moral rights to any Intellectual Property Rights produced by PPDG HCP pursuant to performance of the Services under the Copyright Design and Patents Act 1988 Chapter IV or any or any rights or a similar nature under any law in any other jurisdiction.
- 8.4. The PPDG HCP shall indemnify and keep CHDA indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by CHDA (including legal expenses reasonably and properly incurred) arising out of any claim brought against CHDA by any third party alleging that its Intellectual Property Rights are infringed by the use by CHDA

of the Services provided that CHDA: informs PPDG HCP of such claim; does not make any admissions that prejudice, or might prejudice the defence of such claim; allows PPDG HCP complete control over the defence of, and over all negotiations relating to, such claim; and provides PPDG HCP with all reasonable assistance as requested by it.

- 8.5. The know-how, techniques or principles used which are the property of the PPDG HCP at the start of the Services shall remain the property of the PPDG HCP.

9. GENERAL

- 9.1. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter of this Agreement and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and except in the case of fraudulent misrepresentation, no representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement.
- 9.2. The failure of either party to enforce or to exercise, at any time or for any period of time, any term of or any right arising pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise it.
- 9.3. The invalidity of any term of or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights.
- 9.4. No variation or amendment to this Agreement shall be effective unless in writing signed by the authorised representatives of the parties.
- 9.5. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales.

- 9.6. If any disputes arise out of, under or in connection with this Agreement, the parties agree that exclusively the English courts shall deal with such disputes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year set forth above.

SIGNED BY THE PPDG HCP:	SIGNED FOR AND ON BEHALF OF THE CENTRE FOR HEALTH AND DISABILITY LIMITED
Date:	Title/Date :