

Award Form

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

1.	Buyer	Secretary of State for Education (the Buyer). Its offices are at: Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT
2.	Supplier	Name: Tribal Education Limited Address: Kings Orchard, One Queen Street, Bristol, BS2 0HG Registration number: 04163300 SID4GOV ID: n/a
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference 2022/04/1278 (F/TS Contract Notice).


4.	Contract reference	15275
5.	Deliverables	<p>The Supplier is to provide an innovative and continuously improving service throughout the life of the contract for the quality assurance of Tution Partners (TPs).</p> <p>The Buyer's digital service for NTP will include a searchable list of quality assured TPs that schools can engage for delivery of tuition for their pupils. TPs will be included on this list provided they meet, and continue to meet, a set of quality criteria. This will ensure that schools are confident in the quality of tuition on offer from listed TPs.</p> <p>The 56 TPs currently involved in NTP will be transferred to the searchable list. Potential new TPs will be invited by the Supplier to join the programme, subject to an application process. All TPs (including the 56 current TPs) will be subject to an ongoing QA process. The Supplier will be responsible for designing and implementing both processes and the Buyer is keen that SMEs and locally and regionally active TPs are encouraged to seek admission to the list (there is no requirement for TPs to be able to offer National coverage).</p> <p>The Supplier will therefore be responsible for</p> <ul style="list-style-type: none">a. Developing and agreeing with the Buyer a set of quality criteria for TPsb. Designing and implementing a process for ongoing quality assurance of all TPs involved in the NTPc. Designing and implementing an application and admission process that will enable new TPs to join the NTPd. Designing and implementing a process by which underperformance by TPs involved in the NTP can be addressed and resolvede. Designing and implementing a process for investigating issues that may be raised regarding performance of TPs involved in the NTPf. Ensuring TPs provide accurate and timely information to the Buyer about their organisation, for inclusion on the online searchable list that schools will use. The specific information required from TPs by the Buyer may change throughout the life of the contract.g. Providing mutually agreed relevant management information to the Buyer <p>See Schedule 2 (Specification) for further details.</p>

6.	Buyer Cause	Any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
7.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
9.	Start Date	19 July 2022
10.	Service Start Date	The later of 1 September 2022 and the date when the last Satisfaction Certificate has been issued under Schedule 8 (Implementation Plan) in respect of all Deliverables and Milestones.
11.	Expiry Date	31 August 2024
12.	Extension Period	Not applicable
13.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
14.	Incorporated Terms (together these documents form the "the Contract")	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules, if the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none">a) This Award Formb) Any Special Terms (see Section 15 (Special Terms) in this Award Form)c) Schedule 31 (Buyer Specific Terms) – Not usedd) Core Termse) Schedule 36 (Intellectual Property Rights)f) Schedule 1 (Definitions)g) Schedule 6 (Transparency Reports)h) Schedule 20 (Processing Data)i) The following Schedules (in equal order of precedence):

		<ul style="list-style-type: none">a. Schedule 2 (Specification)b. Schedule 3 (Charges)c. Schedule 5 (Commercially Sensitive Information)d. Schedule 7 (Staff Transfer)e. Schedule 8 (Implementation Plan & Testing)f. Schedule 9 (Installation Works) – Not usedg. Schedule 10 (Service Levels)h. Schedule 11 (Continuous Improvement)i. Schedule 12 (Benchmarking) – Not usedj. Schedule 13 (Contract Management)k. Schedule 14 (Business Continuity and Disaster Recovery)l. Schedule 15 (Minimum Standards of Reliability) – Not usedm. Schedule 16 (Security)n. Schedule 17 (Service Recipients) – Not usedo. Schedule 18 (Supply Chain Viability)p. Schedule 19 (Cyber Essentials Scheme)q. Schedule 21 (Variation Form)r. Schedule 22 (Insurance Requirements)s. Schedule 23 (Guarantee)t. Schedule 24 (Financial Difficulties) – Not usedu. Schedule 25 (Rectification Plan)v. Schedule 26 (Sustainability)w. Schedule 27 (Key Subcontractors)x. Schedule 28 (ICT Services) – Not usedy. Schedule 28A (Agile Development Additional Terms) – Not usedz. Schedule 29 (Key Supplier Staff)aa. Schedule 30 (Exit Management)ab. Schedule 32 (Background Checks)ac. Schedule 33 (Scottish Law) – Not usedad. Schedule 34 (Northern Ireland Law) – Not usedae. Schedule 35 (Lease Terms) – Not used
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16.	Special Terms	<p>Special Term 1 –</p> <p>Neither Party may claim relief from the performance of its obligations under the Contract in the event of an outbreak of COVID-19 (the official designation of the disease caused by severe acute respiratory syndrome coronavirus (SARS-CoV-2)) and/or any measures adopted by local, regional or national governments, legislatures, public health or competent authorities that are designed to limit the extent of such an outbreak, or its impact on the health or economic well-being of individuals or the public as a whole. Both Parties agree that this Special Term is fair and reasonable on the basis that the Contract has been entered into with the specific purpose of ameliorating the impact of COVID-19.</p>
16.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
17.	Buyer's Environmental Policy	Appended at Schedule 38
18.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)

19.	Buyer's Security Policy	Details in Schedule 16 (Security)
20.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
21.	Charges	<p>In consideration of the Supplier carrying out its obligations under this Contract the Buyer shall pay the Charges to the Supplier in accordance with Schedule 3 (Charges).</p> <p>The Supplier will submit its invoice in electronic format to the Buyer at the unmodified email address (the "Invoicing Address") to be received by the Buyer no later than the third (3rd) Working Day after the start of a Month (or after the Services Start Date in respect of the Supplier's first invoice under this Contract) accounts@education.gov.uk</p> <p>Any such invoice in order to be a 'valid invoice' will be legible and at a minimum include:</p> <ul style="list-style-type: none">a. Date of the invoiceb. Invoicing organisations name and addressc. Contract reference numberd. Charging periode. Detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);f. Days and times worked (if applicable); andg. VAT if applicable. <p>Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 6.7 (Record Keeping and Reporting), Paragraph 7.8 of Part B (Testing) of Schedule 8 (Implementation and Testing), 20.2 (When you can share information), 16 (Data Protection) of this Contract and, in the event specified therein, Clause 13.5 (Slep-In Rights) of this Contract.</p> <p>The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice in accordance with the above</p>
22.	Reimbursable expenses	None
23.	Payment method	The Buyer will make any payments due under this Contract by electronic transfer to the following account (or such other account as the Supplier notifies the Buyer of formally in writing):

		
24.	Service Levels	<ul style="list-style-type: none">• Not used• Not used• The Service Period is one Month• Not used.
25.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements)
26.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 100% of the Estimated Yearly Charges</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.5 is no more than the Data Protection Liability, being £16 million.</p>
27.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
28.	Progress Meetings and Progress Reports	<ul style="list-style-type: none">• The Supplier shall attend weekly Progress Meetings with the Buyer• The Supplier shall provide the Buyer with Progress Reports weekly
29.	Guarantee	The Supplier must have a Guarantor to guarantee their performance using the form in Schedule 23 (Guarantee)
30.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none">• the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph within ten Working Days of the Start Date and in any event no later than the Service Start Date; and• the Supplier shall update the Virtual Library quarterly.

31. Supplier Contract Manager	
32. Supplier Authorised Representative	
33. Supplier Compliance Officer	
34. Supplier Data Protection Officer	
35. Supplier Marketing Contact	
36. Key Subcontractors	
37. Buyer Authorised Representative	

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	oss	Role:	senior Category Manager
Date:	18 July 2022	Date:	18 July 2022

Core Terms – Mid-tier

Contents

1. Definitions used in the contract.	14
2. How the contract works.	14
3. What needs to be delivered.	15
4. Pricing and payments.	17
5. The Buyer's obligations to the supplier.	17
6. Record keeping and reporting.	18
7. Supplier staff.	19
8. Supply chain.	20
9. Rights and protection.	21
10. Intellectual Property Rights (IPRs).	22
11. Rectifying issues.	22
12. Escalating issues.	23
13. Step-in rights.	23
14. Ending the contract.	24
15. How much you can be held responsible for.	27
16. Obeying the law.	28
17. Insurance.	28
18. Data protection.	28
19. What you must keep confidential.	30
20. When you can share information.	31
21. Invalid parts of the contract.	31
22. No other terms apply.	32
23. Other people's rights in the Contract.	32
24. Circumstances beyond your control.	32
25. Relationships created by the contract.	32
26. Giving up contract rights.	33
27. Transferring responsibilities.	33
28. Changing the contract.	34
29. How to communicate about the contract.	35
30. Dealing with claims.	35
31. Preventing fraud, bribery and corruption.	35
32. Equality, diversity and human rights.	37
33. Health and safety.	37
34. Environment.	37

35. Tax.	37
36. Conflict of interest.	38
37. Reporting a breach of the contract.	39
38. Further Assurances.	39
39. Resolving disputes.	39
40. Which law applies.	40

1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets;and it has it has advised the Buyer in writing of:
 - 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions;and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks.
- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

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

3. What needs to be delivered

- 3.1 All deliverables
 - 3.1.1 The Supplier must provide Deliverables:
 - a) that comply with the Specification, the Tender Response and the Contract;
 - b) using reasonable skill and care;
 - c) using Good Industry Practices;
 - d) using its own policies, processes and internal quality control measures so long as they don't conflict with the Contract;
 - e) on the dates agreed; and
 - f) that comply with Law.
 - 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.
 - 3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:
 - a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of 'fix fast, settle later';
 - b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
 - c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
 - d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
 - e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.
- 3.2 Goods clauses
 - 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
 - 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.3 Services clauses
 - 3.3.1 Late Delivery of the Services will be a Default of the Contract.
 - 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
 - 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
 - 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
 - 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
- 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
- 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice. In cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
- 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
- 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid. In full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
- 5.1.1 the Buyer cannot terminate the Contract under Clause 14.4.1; and
- 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract.
- 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
- 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

- 5.2 Clause 5.1 only applies if the Supplier:
- 5.2.1 gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware;
- 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
- 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 7 years after the End Date and in accordance with the UK GDPR or the EU GDPR as the contract requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
- 6.3.1 on or before the Service Start Date;
- 6.3.2 at the end of each Contract Year; and
- 6.3.3 within 6 Months of the end of the Contract Period, and the Supplier must meet with the Buyer if requested within 10 Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
- 6.4.1 Supplier's currently incurred or forecast future Costs; and
- 6.4.2 forecast Charges for the remainder of the Contract, then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
- 6.5.1 complies with the Supplier's operating procedures; and
- 6.5.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.6 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
- 6.6.1 all information within the permitted scope of the Audit;
- 6.6.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and

- 6.6.3 the Supplier Staff.
- 6.7 The Parties will bear their own costs when an Audit is undertaken unless the Auditor identifies a material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.8 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- 6.8.1 correcting any identified Default;
- 6.8.2 rectifying any error identified in a Financial Report; and
- 6.8.3 repaying any Charges that the Buyer has overpaid.
- 6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 6.9.1 tell the Buyer and give reasons;
- 6.9.2 propose corrective action; and
- 6.9.3 provide a deadline for completing the corrective action.
- 6.10 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of the Contract must:
- 7.1.1 be appropriately trained and qualified;
- 7.1.2 be vetted using Good Industry Practice and the Security Policy; and
- 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Supply chain

- 8.1 **Appointing Subcontractors**
- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
- a) manage Subcontractors in accordance with Good Industry Practice;
- b) comply with its obligations under this Contract; and
- c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.
- 8.2 **Mandatory provisions in Sub-Contracts**
- 8.2.1 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 8.3 **When Sub-Contracts can be ended**
- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following circumstances:
- a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;

- c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer; the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.
- 8.4 **Competitive terms**
- 8.4.1 If the Buyer can get more favourable commercial terms for the supply of all or part of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

- 8.5.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
- 9.1.2 the Contract is executed by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse impact on its ability to perform the Contract; and
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and

- 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 willful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 An IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
- 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate the Contract by written notice with immediate effect.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

- 11.2 When the Buyer receives a requested Rectification Plan it can either:
- 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
- 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
- 11.3.1 will give reasonable grounds for its decision; and
- 11.3.2 may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
- 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
- 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default, or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than 5 Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.
- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
- 13.1.1 whether it will be taking action itself or with the assistance of a third party;
- 13.1.2 what Required Action the Buyer will take during the Step-In Process;

- 13.1.3 when the Required Action will begin and how long it will continue for;
- 13.1.4 whether the Buyer will require access to the Site; and
- 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
- 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
- 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
- 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any Applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within 20 Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and resubmit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
- 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
- 13.5.2 limbs (h) and (i) of the definition of a Step-In Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if termination occurs under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.

14.3 **Ending the contract without a reason**

The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 30 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies.

14.4 **When the Buyer can end the Contract**

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

- a) there's a Supplier Insolvency Event;
- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance;
- c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request;
- e) there's any material Default of the Contract;
- f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- g) there's any material Default of any Joint Controller Agreement relating to the Contract;
- h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- i) not used;
- j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- k) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- l) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- n) the Supplier fails to comply with its legal obligations in the fields of environmental, equality and employment Law when providing the Deliverables.

14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 24.3 and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).

14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.

14.5 **What happens if the contract ends**

14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.5 or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) all of the following apply:

- a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- b) The Buyer's payment obligations under the terminated Contract stop immediately.
- c) Accumulated rights of the Parties are not affected.
- d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- h) The following Clauses survive the termination of the Contract: 3.2, 10, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 30, 40, Schedule 36 (Intellectual Property Rights) and any Charges and Schedules which are expressly or by implication intended to continue.

14.5.2 If either Party terminates the Contract under Clause 24.3:

- a) each party must cover its own Losses; and
- b) Clauses 14.5.1b) to 14.5.1h) applies.

14.6 **When the Supplier can end the contract**

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

14.6.2 The Supplier also has the right to terminate the Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the Contract under Clause 14.6.1 or 27.5:

- a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;

- b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- c) Clauses 14.5.1b) to 14.5.1h) apply.

14.7 **Partially ending and suspending the contract**

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

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

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- a) reject the Variation; or
- b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. **How much you can be held responsible for**

15.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £3 million or 100% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

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

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

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

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indirectly given under Clauses 7.5, 9.3, 10.2, 16.3, 18.8.5 or Schedule 7 (Staff Transfer) of the Contract.

15.5 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

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

15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

- 15.7.1 Deductions; and
- 15.7.2 any items specified in Clause 15.4.

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

16. **Obedying the law**

16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).

16.2 The Supplier shall comply with the provisions of:

- 16.2.1 the Official Secrets Acts 1911 to 1989; and
- 16.2.2 section 182 of the Finance Act 1989.

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

16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. **Insurance**

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

18. **Data protection**

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

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

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

18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that

complies with the Security Policy and any applicable Security Management Plan.

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

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

- 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice; or the Supplier finds out about the issue, whichever is earlier; and
- 18.6.2 restore the Government Data itself or using a third party.

18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is entirely at fault.

18.8 **The Supplier:**

- 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
- 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- 18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

18.9 The Parties acknowledge that the information contained within Schedule 20, Annex 1 - Processing Personal Data is, at the date of signing, subject to ongoing analysis and review by the Buyer. In order to ensure that the information contained within Schedule 20, Annex 1 is correct and reflects the relationship between the Parties in relation to the processing arrangements, the Buyer may update and amend the information contained within Schedule 20. Any amendment by the Buyer to Schedule 20 under the clause 18.9 shall, upon the Buyer giving notice in writing to the Supplier of such amendment, be deemed to substitute the former provisions and form part of the Agreement.

18.10 For the avoidance of doubt, in the event that the Parties conclude, or a relevant authority determines, that the relationship of the Parties is not that of Controller and Processor, then by virtue of an amendment to this Agreement, the Parties shall promptly cooperate in good faith to ensure that the terms of this Agreement are amended (or implemented) accordingly.

19. **What you must keep confidential**

19.1 Each Party must:

- 19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- 19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances; Confidential Information and extent of the disclosure;

19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

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

- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

19.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company and the Buyer transfers or proposes to transfer all or any part of its business to;

19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions; and

19.4.4 where requested by Parliament; and

19.4.5 under Clauses 4.6 and 20.

19.5 For the purposes of Clauses 19.2 to 19.4 reference to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

19.6 Transparency Information and any Information which is exempt from disclosure by Clause 20 is not Confidential Information.

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

20. **When you can share information**

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

20.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- 20.2.1 publish the Transparency Information;
- 20.2.2 comply with any Freedom of Information Act (FOIA) request; and
- 20.2.3 comply with any Environmental Information Regulations (EIR) request.

20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent and format of the disclosure is the Buyer's decision in the relevant discretion.

21. **Invalid parts of the contract**

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

21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the

balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in the Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.

21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause 21.2 and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. **No other terms apply**

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

23. **Other people's rights in the Contract**

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

24. **Circumstances beyond your control**

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

- 24.1.1 provides a Force Majeure Notice to the other Party; and
- 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

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

25. **Relationships created by the contract**

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

26. Giving up contract rights

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

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
- 27.2.3 the proposed Subcontractor employs unlit persons
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate the Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- 27.7.1 their name;
- 27.7.2 the scope of their appointment;
- 27.7.3 the duration of their appointment; and
- 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
- 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
- 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
- 28.3.1 agree that the Contract continues without the Variation; and
- 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
- 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
- 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:
- 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs;
- 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5.00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
30. Dealing with claims
- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:
- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses due to the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering that money; and
- 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not engage during the Contract Period:
- 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);

- 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
- 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
- 31.2.3 if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
- 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
- 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Contract; and
- 31.3.4 suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to the Buyer's enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:
- 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
- 31.5.2 immediately terminate its agreement.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
- 31.6.1 Prohibited Act;
- 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.
33. Health and safety
- 33.1 The Supplier must perform its obligations meeting the requirements of:
- 33.1.1 all applicable Law regarding health and safety; and
- 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier must as soon as possible notify the Buyer of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs the Supplier must notify the Buyer of it within 5 Working Days including:

- 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- 35.3.2 indemnify the Buyer against any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and
- 35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, potential or potential Conflict of Interest. If in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

37. Reporting a breach of the contract

- 37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:
- 37.1.1 Law;
- 37.1.2 Clause 16.1; and
- 37.1.3 Clauses 31 to 36.
- 37.2 The Supplier must not relate against any of the Supplier Staff who in good faith reports a breach listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.3 to 39.5.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 39.3.1 determine the Dispute;
- 39.3.2 grant interim remedies; and
- 39.3.3 grant any other provisional or protective relief.
- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of

- International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.4.
- 39.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

40. Which Law applies

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

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

Schedule 1 (Definitions)
Crown Copyright 2022

- 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.3.13 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:
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| "Achieve" | In respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly. |
| "Additional FDE Group Member" | means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties) (if used); |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliate" | In relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect control of that body corporate from time to time; |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and "Approved" and "Approve" shall be construed accordingly. |

Schedule 1 (Definitions)
Crown Copyright 2022

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| "Associates" | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles. |
| "Audit" | the Buyer's right to:
(a) verify the integrity and content of any Financial Report;
(b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);
(c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
(d) verify the Open Book Data;
(e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
(f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
(g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
(h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
(i) review any books of account and the internal control management accounts kept by the Supplier in connection with the Contract;
(j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or verify the Buyer's annual and interim reports and accounts;
(k) exercise the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources; |
| "Auditor" | (a) the Buyer's internal and external auditors; |

Schedule 1 (Definitions)
Crown Copyright 2022

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| | (b) the Buyer's statutory or regulatory auditors;
(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
(d) HM Treasury or the Cabinet Office;
(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and
(f) successors or assigns of any of the above; |
| "Award Form" | the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer; |
| "Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "Buyer" | the public sector purchaser identified as such in the Order Form; |
| "Buyer Assets" | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| "Buyer Authorised Representative" | the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form; |
| "Buyer Cause" | has the meaning given to it in the Award Form; |
| "Buyer Data" | means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are created in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which:
(a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or
(b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or
(c) any Personal Data for which the Buyer or End User is the Controller; |
| "Buyer Existing IPR" | means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown IPR, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise) |

Schedule 1 (Definitions)
Crown Copyright 2022

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| "Buyer Premises" | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| "Buyer Third Party" | means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time; |
| "Buyer's Confidential Information" | (a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);
(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and information derived from any of the above; |
| "Central Government Body" | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
(a) Government Department;
(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
(c) Non-Ministerial Department; or
(d) Executive Agency; |
| "Change in Law" | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| "Change of Control" | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| "Charges" | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions; |
| "Claim" | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| "Commercially Sensitive Information" | the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the |

Schedule 1 (Definitions)
Crown Copyright 2022

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| | Supplier significant commercial disadvantage or material financial loss; |
| "Compensable Supply" | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| "Confidential Information" | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential; |
| "Conflict of Interest" | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer; |
| "Contract" | the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form; |
| "Contract Period" | the term of the Contract from the earlier of:
(a) Start Date; or
(b) the Effective Date;
(c) until the End Date; |
| "Contract Value" | the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier; |
| "Contract Year" | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| "Control" | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly; |
| "Controller" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Core Terms" | the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms"; |
| "Costs" | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: |

Schedule 1 (Definitions)
Crown Copyright 2022

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| | (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:
(i) base salary paid to the Supplier Staff;
(ii) employer's National Insurance contributions;
(iii) pension contributions;
(iv) car allowances;
(v) any other contractual employment benefits;
(vi) staff training;
(vii) work place accommodation;
(viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within item (b) below); and
(ix) reasonable recruitment costs, as agreed with the Buyer; |
| | (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; |
| | (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and |
| | (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables; |
| | but excluding:
(a) Overhead;
(b) financing or similar costs;
(c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
(d) taxation;
(e) fines and penalties;
(f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and |

Schedule 1 (Definitions)
Crown Copyright 2022

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| | (k) non-cash items (including depreciation, amortisation, and research and development costs in provisions); |
| "Crown Body" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "Crown IPR" | means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| "Data Protection Legislation" | (i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy, (iii) all applicable Law about the processing of personal data and privacy, and (iv) (to the extent that it applies) the EU GDPR; |
| "Data Protection Liability Cap" | has the meaning given to it in the Award Form; |
| "Data Protection Officer" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Data Subject" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "Data Subject Access Request" | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| "Deductions" | all Delay Payments (if applicable) or any other deduction which the Buyer is not or payable to the Buyer under the Contract; |
| "Default" | any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff however arising in connection with or in relation to the subject matter of the Contract and in respect of which the Supplier is liable to the Buyer; |

Schedule 1 (Definitions)	
Gown Copyright 2022	
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used cause by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, execution, legal or FDE Group enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, testing manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in

Schedule 1 (Definitions)	
Gown Copyright 2022	
	hardcopy or electronic form) to be supplied by the Supplier to the Buyer under the Contract as:
	(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;
	(b) is required by the Supplier in order to provide the Deliverables; and/or
	(c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vines contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/2449) as amended or replaced;
"End Date"	the earlier of: (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user, or any third party permitted to access or use the Deliverables by the Buyer);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, visible waste to either the Buyer or the Supplier of its obligations arising from:

Schedule 1 (Definitions)	
Gown Copyright 2022	
	health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU"	European Union;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	the date of the end of the Contract as stated in the Award Form;
"Expire Date"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"Extension Period"	the date of the end of the Contract as stated in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	The occurrence of one or more the following events: (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency;

Schedule 1 (Definitions)	
Gown Copyright 2022	
	(b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;
	(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity;
	(d) any FDE Group entity commits a material breach of covenant to its lenders;
	(e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;
	(f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
	(g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
	(h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
	(i) any of the following: (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern; (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £2m or obligations under a service contract with a total contract value greater than £2m; (iii) non-payment by any FDE Group entity of any financial indebtedness;

Schedule 1 (Definitions)	
Gown Copyright 2022	
	(iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
	(v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
	(vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity, in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract; or
	(i) any one of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 (if used) for any of the FDE Group entities failing to meet the required Financial Target Threshold;
"Financial Report"	a report provided by the Supplier to the Buyer that: (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) to the extent permitted by Law, provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of this Contract; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Transparency Objectives"	means: (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;

Schedule 1 (Definitions)	
Gown Copyright 2022	
	(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
	(e) the Parties challenging each other with ideas for efficiency and improvements; and
	(f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; (b) risks, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
	(ii) any force majeure event, circumstance, matter or cause which is attributable to the willful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any force majeure event, circumstance, matter or cause which is not attributable to any willful act, neglect or failure to take reasonable preventative action by that Party;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

Schedule 1 (Definitions)	
Gown Copyright 2022	
"General Anti-Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013 and; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	the goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card-2
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the C&LJ Case C-255/02 Halifax and Her Majesty's Revenue and Customs;
"HMRC"	Her Majesty's Revenue and Customs;

Schedule 1 (Definitions)	
Gown Copyright 2022	
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs resulting from the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights of access, interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;

<p>"Insolvency Event"</p>	<p>with respect to any person, means:</p>
<p>(a) either the company or the company's creditors to suspend, payment of its debts, or is unable to pay its debts by its full due date or admits inability to pay its debts, or</p> <p>(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 122 of the Insolvency Act 1986; or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 122 of the Insolvency Act 1986;</p> <p>(b) that a person commences negotiations with one or more of its creditors leading to a voluntary arrangement or a compromise or arrangement or otherwise with a view to rescinding any of its debts, or making a proposal for such an arrangement or compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(i) a person commences negotiations with one or more of its creditors leading to a voluntary arrangement or a compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(ii) a person commences negotiations with one or more of its creditors leading to a voluntary arrangement or a compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person or other such person takes possession of, or a distress, execution or other such process is levied or enforced on or such an arrangement or compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(e) that person suspends or ceases, or threatens to suspend or ceases, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, an LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service, a resolution is passed, or a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a solvent reconstruction of that person or the solvent reconstruction of that person or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or a receiver or a liquidator;</p>	<p>(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 122 of the Insolvency Act 1986; or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 122 of the Insolvency Act 1986;</p> <p>(b) that a person commences negotiations with one or more of its creditors leading to a voluntary arrangement or a compromise or arrangement or otherwise with a view to rescinding any of its debts, or making a proposal for such an arrangement or compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(i) a person commences negotiations with one or more of its creditors leading to a voluntary arrangement or a compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(ii) a person commences negotiations with one or more of its creditors leading to a voluntary arrangement or a compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person or other such person takes possession of, or a distress, execution or other such process is levied or enforced on or such an arrangement or compromise or arrangement with one or more of its creditors or takes any step to obtain such an arrangement or compromise or arrangement with one or more of its creditors or</p> <p>(e) that person suspends or ceases, or threatens to suspend or ceases, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, an LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service, a resolution is passed, or a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a solvent reconstruction of that person or the solvent reconstruction of that person or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or a receiver or a liquidator;</p>

	<p>intention to appoint an administrator is filed at Court or given of an administrator is appointed, over that person;</p> <p>(iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrator; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(v) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is submitted that has either equivalent or similar to any of the events mentioned above.</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	<p>(a) copyright, rights related to or affording protection to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in domain names and names of goods, and all other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the items listed in (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction.</p>
"Invoicing Address"	the address to which the Supplier shall deliver the Buyer as specified in the Award Form;
"IP Completion Date"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	<p>any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables, or which is owned by and licensed by the Supplier (or for which the Supplier has provided consent) to the Buyer in the fulfilment of its obligations under the Contract.</p>

"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/government/news/ir35-reform-clarified
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier subcontractors in the form set out in Annex 2 of Schedule 10 (Procurement)
"Joint Purposes"	where two or more Contractors jointly determine the purposes and means of Procuring;
"Joint Staff"	where two or more Contractors jointly determine the purposes and means of Procuring;
"Key Supplier"	the persons who the Supplier has agreed to fill key roles in connection with the Supplies as listed in Annex 1 of Schedule 29 (Key Supplier Staff)
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the time, cost and quality criteria; (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges for fees to be payable under the Contract. and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form.
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding any know-how already in the other Party's possession before the Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 1(1) of the Interpretation Act 1978, by-law, right or other law within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal) Agreement, Act of 2000, regulation, order, regulatory policy, mandatory guidance or code of practice, instrument of a national court or law enforcement, or any

	requirements of any regulatory body with which the Supplier is bound to comply.
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal costs), disbursements, costs of investigation, litigation, settlement, judgment and penalties whether arising in contract, tort including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly.
"Marketing Contract"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the latest start date against the relevant Milestones in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly.
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with these Items (Supplier's Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	IPRs or Items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these Items including database schema, and/or; IPRs or or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPRs. Unless otherwise agreed in writing, any New IPR shall be recorded in Schedule 36 and updated regularly;
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	means: a) the Supplier commits a material Default; and b) not used;
"Occasion of Tax Non-Compliance"	whereas:

a)	<p>Any tax return of the Supplier submitted to a relevant tax authority on or after 1 October 2012 which is not in force on or after 1 April 2013 is deemed to be an effective tax return.</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule of the Halifax Abuse Principle or similar regulation or legislation in any jurisdiction that has an effect equivalent or similar to the General Anti-Abuse Rule of the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction, as an anti-avoidance measure;</p> <p>and/or</p> <p>(iii) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for its related offences which is not in force at the State Date or to a civil penalty for fraud or evasion;</p>
b)	<p>“Open Book Deal” means:</p> <p>complete and accurate financial and non-financial information which is sufficient to enable the Supplier to:</p> <ul style="list-style-type: none"> – determine the amount of the Supplier’s obligations already paid or payable and Charges forecast to be paid during the period in relation to the Contract, including details and all assumptions relating to;
c)	<p>(i) the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including:</p> <ul style="list-style-type: none"> – the Supplier’s direct costs (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; <p>(ii) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> – the unit costs and quantity of materials and any other consumables and/or supplies consumed; – manpower resources broken down into the number and grade/skills of all Supplier Staff involved in any of the Supplier’s activities in connection with the Supplier’s performance of the Supplier’s obligations under the Supplier’s contract, together with a list of agreed rates against each manpower grade; – a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and – Reimbursable Expenses, if allowed under the Award Form. <p>(c) Overheads;</p>

	<p>(d) all interest, expenses and any other third party financial costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are fair and reasonable and are no more than those methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money allocated to each risk and/or contingency; and</p> <p>(h) the actual Costs Profit for each Service Period.</p>
"Open Licence"	<p>means any material that is published or used, with rights to access and modify, by any person for free, under a generally accepted open licence. Open Licence means Government Licence as set out at http://www.nationalarchives.gov.uk/ukiaid/open-government-licence/, and the Open Government Licence as set out at http://www.nationalarchives.gov.uk/open-government-licence/version/3/</p>
"Open Licence Publication"	<p>means items created pursuant to the Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication.</p>
"Overhead"	<p>means amounts which are intended to be recovered to the cost of the Supplier's or its Key Subcontractor's (in the context requires) direct costs of the Supplier's or its Key Subcontractor's in all activities, research and development and insurance costs and any other fees, penalties but excluding any indirect costs apportioned to facilities and development and insurance costs of the Supplier Staff and accordingly included within limits (a) of the definition of "Costs"</p>
"Parent Undertaking"	<p>has the meaning set out in section 1162 of the Companies Act 2006;</p>
"Parliament"	<p>takes its natural meaning as interpreted by Law;</p>
"Party"	<p>the Buyer or the Supplier and "Parties" shall mean both of them as the context permits;</p>
"Personal Data"	<p>has the meaning given to it in the UK GDPR or the EU GDPR or the costs requiring;</p>
"Personal Data collection"	<p>has the meaning given to it in the UK GDPR or the EU GDPR or</p>

"Prescribed Person"	a legal adviser, an NP or an appropriate body which a whistleblower may make a disclosure to as detailed in "Whistleblowing" of prescribed persons and bodies, 24 November 2016, available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/569222/government-communications-guidance-2016.pdf
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Process Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	<p>to actively induce, offer, promise or give any person working for or engaged by or on behalf of any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform any improper or relevant function or activity; (ii) reward that person for improper performance of a relevant function or activity; (iii) to actively or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; (iv) committing any offence (v) under the Bribery Act 2010 (or any legislation repeated or replaced by such Act); or (vi) under legislation or common law concerning fraudulent acts; (vii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; (viii) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out by the Supplier;

"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) the state of technological development (d) the cost of implementing any measures <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that data subject rights can be exercised, and that data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;</p>
"Public Sector Body"	<p>means a formally established organisation that is (at least in part) publicly funded to deliver a public government service;</p>
"Recall"	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the delivery of the Goods has occurred or detected (including effects in the IPH rights) that might endanger health or render performance</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the language in Schedule 25 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Notifiable Data Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Data Breach; (c) the steps which the Supplier proposes to take to rectify the Notifiable Data Breach (if applicable) and to prevent such Notifiable Data Breach from recurring, including timescales for such steps and for the rectification of the Notifiable Data Breach (where applicable);
"Rectification Plan Process"	<p>the process set out in Clause 11;</p>
"Regulations"	<p>the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);</p>
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not exceeding:</p>

Schedule 1 (Definitions) Crown Copyright 2022	
	(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRCT, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 1 of Part A of Schedule 4 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone in a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;

Schedule 1 (Definitions) Crown Copyright 2022	
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to, or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);

Schedule 1 (Definitions) Crown Copyright 2022	
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Contract;
"Special IPR Terms"	any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract;
"Specific Change in Law"	a change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 2 (Specification); (c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;
"Step-In Trigger Event"	means: (a) not used; (b) the Supplier committing a material Default which is irretrievable; (c) where a right of termination is expressly reserved in this Contract;

Schedule 1 (Definitions) Crown Copyright 2022	
	(d) an Insolvency Event occurring in respect of the Supplier or any Guarantor required under the Award Form; (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under the agreement; (g) the Buyer being advised by a regulatory body that the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (i) a need by the Buyer to take action to discharge a statutory duty;
"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;

Schedule 1 (Definitions) Crown Copyright 2022	
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Para 1.3 of Schedule 30;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Non-Performance"	where the Supplier has failed to: (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels; and/or (c) comply with an obligation under the Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in normal cash flow terms) but excluding any Deductions and total Costs (in normal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR), trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which

Schedule 1 (Definitions) Crown Copyright 2022	
	comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract; Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Contract detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;

Schedule 1 (Definitions) Crown Copyright 2022	
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36;
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to the Contract agreed from time to time, except for - (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
"Variation"	means a variation to the Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSB"	a non-governmental organisation that is value-driven and which principally remits its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other

Schedule 1 (Definitions) Crown Copyright 2022	
"Worker"	than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Working Day"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 09/16 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-09-16-tax-arrangements-of-appointees) applies in respect of the Deliverables; and any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Management Information

19. The Supplier must ensure the collection of all data associated with this contract and supply this to the Buyer or upon demand, and in compliance with Data Protection legislation.
20. The Supplier must set out how it will provide management information to the Buyer, the coverage of which includes but is not limited to:
- a) Implementation of their quality assurance process
 - b) TPA's seeking to join the programme
 - c) TPA's that may be underperforming
 - d) Investigation of issues and complaints (including safeguarding)
 - e) Information sharing from TPAs

Other requirements

Security

The Supplier(s) shall be aware of and comply the relevant HM0 security policy framework, NCSC guidelines and where applicable Departmental Security Standards which include but are not constrained to be the following paragraphs.

Where the Supplier will provide products or Services or otherwise handle information at OP/CCA, for the Buyer, the requirements of Cabinet Office Procurement Policy Note – User of Cyber Essentials Scheme certification - Action Note 2014 dated 25 May 2016, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HM0 shall have achieved and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.

Where the paragraph above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all Data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HM0 security classifications agreed to it to ensure the correct controls are applied to the Buyer's Data).

Buyer's Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely isolated when required in line with paragraph this Security Section.

The Supplier shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control measures (e.g., door access), CCTV, alarm systems, etc.

The Supplier shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.

- The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
- physical security controls;
 - good industry standard policies and processes;
 - malware protection;

- boundary access controls including firewalls, application gateways, etc.
- maintenance and use of fully supported software packages in accordance with vendor recommendations;
- use of secure device configuration and builds;
- software updates and patching regimes including malware signatures, for operating systems, network devices, applications, and services;
- user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
- any services provided to the department must capture audit logs for security events in an electronic format at the application, service, and system level to meet the department's logging and auditing requirements, plus logs shall be;
- retained and protected from tampering for a minimum period of six months;
- made available to the department on request.

The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.

The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assessed through a recognised certification process agreed with the Buyer except where the Buyer has given prior written consent to an alternative arrangement.

The Supplier shall ensure that any Buyer's Data which is used to process Buyer's Data meets all the security requirements set out in the NCSC End User Device Platform Security Guidance, a copy of which can be found at <https://www.ncsc.gov.uk/plateform/end-user-device-security> and <https://www.ncsc.gov.uk/plateform/end-user-device-security/typed-overview/end-user-device-security-principles>.

Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation. The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the key".

When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises. The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

In the event of termination of Contract due to apply, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the

Buyer and written assurances obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with the security section. In the event of termination, equipment failure or decommission, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or digitally stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HM0 policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleaned or destroyed. Evidence of secure destruction will be required in all cases.

Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role, and have undergone mandatory pre-employment screening, to a minimum of HM0 Baseline Personnel Security Standard (BPSS) or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete the process before access to Buyer's Data is permitted. Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.

All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.

Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the Services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

Any suspected or actual breach of the confidentiality, integrity, or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as an incident. This includes any non-compliance with the Departmental Security Standards and these provisions, or other security standards pertaining to the solution.

Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Incidents shall be reported through Buyer's controlled system or via secure email. Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

The Supplier shall ensure that any IT systems and hosting environments that are used to handle, store or process Buyer's Data shall be subject to independent IT Health Checks (IHC) using an NCSC CHECK Scheme (IHC provider before go-live and periodically (at least annually) thereafter). The findings of the IHC relevant to the Services being provided are to be shared with the Buyer and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future threat to develop, manage, support, process, or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.

The Buyer reserves the right to audit the Supplier or sub-contractor providing the Services within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractor, compliance with the paragraphs contained in this Security Section.

The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HM0 Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy.

The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:

- Compliance with HM0 Minimum Cyber Security Standard;
- Any existing security assurance for the Services to be delivered, such as: an ISO/IEC 27001 / 27002 or an equivalent industry level certification;
- Any existing HM0 security accreditations or assurance that are valid including details of the assuring body, the scope of the accreditation, any constraints or restrictions to the accreditation, the date awarded, plus a copy of the residual risk statement;
- Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the assuring body or organisation will be, and date expected.

The Supplier shall contractually enforce all the Departmental Security Standards and these provisions onto any third-party suppliers, sub-contractors or partners who could potentially access Buyer's Data while providing the Services.

Social value

For all three Lots, the Supplier will support the delivery of wider Government and Authority policy in respect of the following Social Value measures:

- Wellbeing - Improve Health and Wellbeing and Improve Community Integration

For further details please see PP10_06_20 Taking account of Social Value in the award of Central Government Contracts and https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/602626/Social-Value-Measures-1-1-24-06-20.pdf

The Supplier will demonstrate how their organisation will add value in relation to this aim throughout delivery of the contract.

The Supplier will ensure that opportunities under the contract deliver the policy by influencing staff, suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome to improve community integration.

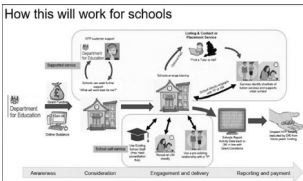
The Supplier will demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce. They will influence staff, suppliers, customers, and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.

The Supplier will agree with the Buyer:

- A Method Statement;
- A named project plan and processes
- Monitoring information.

ANNEX 1

Overview of National Tutoring Programme



Schedule 3 (Charges)

1.1 The Charges

- 1.1.1 All charges shall be calculated in accordance with the terms of this Schedule, and
- 1.1.2 any fixed prices and cannot be increased except as specifically permitted by this Schedule and in particular that not more than 10% increase.

1.2 Any variation in the Charges payable under the Contract must be agreed between the Supplier and the Buyer and will not be payable until it is in the Supplier's favour.

2. The pricing mechanisms

2.1 The pricing mechanisms and prices set out in Annex 1 shall be used in calculation of Charges in the Contract. The Charges will be calculated on the basis of the Service Start Date.

2.2 Monthly the Supplier will invoice the Buyer the relevant percentage allowed for the Buyer (set out in the table 'Total Payments to the Supplier' of the Payment Schedule in Annex 1). In the event that the Service Start Date does not occur on the first day of the month, the Supplier will not include pro-rata in respect of the period between 1 September 2022 and the Service Start Date.

3. All costs and expenses included in the Charges

3.1 Except as expressly set out in the Award Form, the Charges shall include all costs and expenses relating to the provision of the Services. No further amounts shall be payable in respect of either cost or

- 3.1.1 Included expenses such as travel, subsistence and lodging, document or report reproduction, shipping, mailing or other equipment costs, network or data interchange costs or other telecommunication charges; or
- 3.1.2 Costs incurred prior to the commencement of the Contract.



LOT 1 IR_1298
TECHNICAL QUESTION 5
RESPONSE TEMPLATE

National Tutoring Programme
– Delivery partner(s) for AY
2022/23 & 2023/24

1

Lot 1 IR_1298 – Quality Assurance of Tuition Partners
Technical Question 5: Investigation
Question weighting: 10%
Please demonstrate how you will investigate issues relating to Tuition Partners involved in the programme, as set out in the Statement of Requirements (Document 2).
Your response should include relevant supporting evidence and rationale and cover, but not be limited to, the following criteria:
1. Your methodology for assessing the scale and impact of issues
2. Your end-to-end investigation process
3. How you will recruit and task teams, in accordance with applicable legislation
4. Your approach to managing relationships with TPs that are subject to investigation
Please use the Response Template to respond to this question. Once complete please save your Response Template using the following naming convention:
"Lot 1_TQ5 Response_[Your company name] [e.g. ABC Ltd]"
Response word limit: 500

[Redacted content]

2

[Redacted content]

3



LOT 1 IR_1298
TECHNICAL QUESTION 6
RESPONSE TEMPLATE

National Tutoring Programme
– Delivery partner(s) for AY
2022/23 & 2023/24

1

Lot 1 IR_1298 – Quality Assurance of Tuition Partners
Technical Question 6: Information required from Tuition Partners
Question weighting: 10%
Please demonstrate how you will ensure that Tuition Partners provide appropriate and relevant information to the Department for inclusion on its digital service, as set out in the Statement of Requirements (Document 2).
Your response should include relevant supporting evidence and rationale and cover, but not be limited to, the following criteria:
1. The process you will adopt to ensure that TPs provide to the Department information for inclusion on their digital service
2. How you will ensure that information is accurate and remains so
3. The steps you will take if information provided is not accurate
Please use the Response Template to respond to this question. Once complete please save your Response Template using the following naming convention:
"Lot 1_TQ6 Response_[Your company name] [e.g. ABC Ltd]"
Response word limit: 250

[Redacted content]

2

[Redacted content]

3



LOT 1 IR_1298
TECHNICAL QUESTION 7
RESPONSE TEMPLATE

National Tutoring Programme
– Delivery partner(s) for AY
2022/23 & 2023/24

1

Lot 1 IR_1298 – Quality Assurance of Tuition Partners
Technical Question 7: Mobilisation
Question weighting: 10%
Please set out your plan to commence delivery from 1 September 2022 as set out in the Statement of Requirements (Document 2).
Your response should include relevant supporting evidence and rationale and cover, but not be limited to, the following criteria:
1. A detailed mobilisation plan
2. A clear description of the specific actions you will take to ensure you can launch as planned
3. A description of what your delivery will look like on day one
4. The way in which you will manage risks and issues, including countermeasures and contingencies
Please use the Response Template to respond to this question. Once complete please save your Response Template using the following naming convention:
"Lot 1_TQ6 Response_[Your company name] [e.g. ABC Ltd]"
Please upload your mobilisation plan to support your response to this question using the following naming convention:
"Lot 1_TQ6 Mobilisation plan_[Your company name] [e.g. ABC Ltd]"
Response word limit: 500

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2

[illegible]

LOT 1 ltt_1298
TECHNICAL QUESTION 1
RESPONSE TEMPLATE

**National Tutoring Programme
– Delivery partner(s) for AY
2022/23 & 2023/24**

Lot 1 itt_1298 – Quality Assurance of Tuition Partners

Question weighting: 14%

Please demonstrate how you will ensure that the Partners, as set out in the Strategic Plan, are able to deliver the outcomes of the Strategic Plan.

1. Your proposed approach to developing the criteria including the evidence that will inform this.

2. The personnel that will be involved in developing the criteria and information on the suitability of these personnel to execute the task, including but not limited to relevant qualifications and experience
3. How you will engage with relevant experts throughout the development process

Once complete please save your Response Template using the following naming convention:

Lot 1_TQ1 Response_[Your company name] (e.g., ABC Ltd)

Response word limit: 750

[REDACTED]

[illegible][illegible]

LOT 1 itt_1298
TECHNICAL QUESTION 2
RESPONSE TEMPLATE

National Tutoring Programme
– Delivery partner(s) for AY
2022/23 & 2023/24

Lot 1 itt 1298 – Quality Assurance of Tuition Partners
Technical Question 2: Quality Assurance

Question weighting: 14%

Your response should include relevant supporting evidence and rationale and cover, but not be limited to, the following criteria:

1. A detailed description of the end-to-end QA process that you will design and implement
2. How you will verify evidence from TPs that they meet the criteria
3. The evidence you will consider as part of this process, including setting out its relevance to performance of TPs
4. The personnel you will use to verify evidence and why they are appropriate for the task

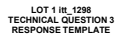
Once complete please save your Response Template using the following naming convention:

"Lot 1_TQ2 Response_[Your company name] (e.g., ABC Ltd)"

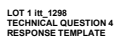
Response word limit: 750

[REDACTED]
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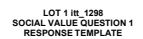
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33

Lot 1 itt 1298 – Quality Assurance of Tuition Partners

Social Value Question 1: Theme 5: Wellbeing

Question weighting: 10%

Please describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Your response should include the following:

- your "Meat and Potatoes", stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency

Model Award Criteria (MAC7.1) Support health and wellbeing in the workforce:

Activities that demonstrate and describe the tenderer's existing or planned

- Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.
- Understanding of the needs of contractors, developers, practitioners and related stakeholders, including the needs of the contract workforce, and the ability to focus activities including those provided in the Guide for line managers on recruiting, managing, and developing people with a disability or health condition, and the needs of the contract workforce and the health and wellbeing of the contract workforce. Illustrative examples:
 - Monitoring the needs of contractors in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in *Working at Work* with respect to the contract workforce, including:
 - public reporting by the tenderer and its supply chain on the health and wellbeing of staff concerned
 - the inclusion of the contract workforce in the implementation of the recommendations in the *Voluntary Reporting Framework*.
 - engagement plans to engage the contract workforce in deciding the most effective issues to address.
- Methods to measure staff engagement over time and adapt to any changes in the results of the issues to address.
- Processes for acting on issues identified.

Please use the Response Template to respond to this question. Once complete please save your Response Template using the following naming convention:

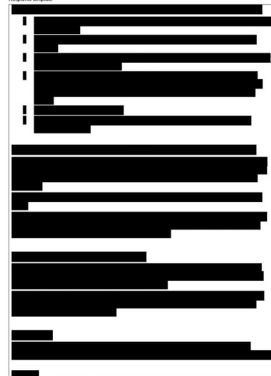
For full details of the Social Value policy: [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts](#) - GOV.UK (opens new tab)

"SVQ1 Response: [Your company name] (e.g., ABC Ltd)"

Please upload your timed project plan to support your response to this question using the following naming convention:

"SVQ1 Project plan_ [Your company name] (e.g., ABC Ltd)"

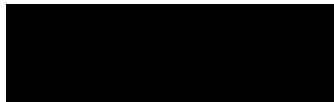
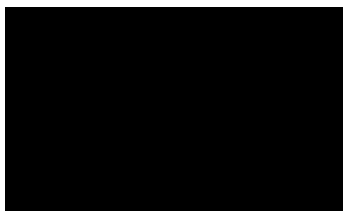
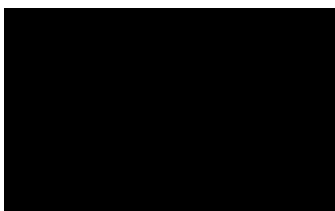
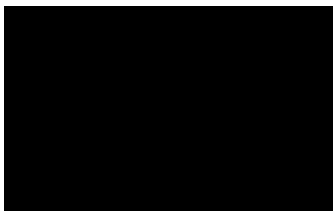
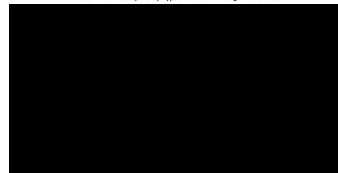
Response word limit: 750



Social Value Theme 5: Wellbeing

Relief Outcome: Increased health and wellbeing in the workforce delivering Quality Assurance of Tuition Provider

Model Award Criteria: (MAC7.3) Support health and wellbeing in the workforce



Schedule 5 (Commercially Sensitive Information)
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Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information:

No.	Date	Items	Duration of Confidentiality
1	From the date of this Contract	Any financial breakdown of the Charges as detailed in the Tender	3 years after termination or expiry of the Contract
2	From the date of this Contract	Information relating to Supplier's personnel	3 years after termination or expiry of the Contract
3	From the date of this Contract	Information relating to the terms of the Contract and elements of the Tender on the basis of the Implementation Plan and the Delivery of the Services	3 years after termination or expiry of the Contract
4	From the date of this Contract	Information relating to the Supplier's website and services as provided to the User	3 years after termination or expiry of the Contract

Schedule 6 (Transparency Reports)
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Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/61117/updates-to-transparency-principles)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Schedule 6 (Transparency Reports)
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Annex A: List of Transparency Reports

Ref	Title	Frequency	ML Data Requirements/ Frequency/Tenat
1	Performance report 1 The Supplier will provide a weekly report that will cover	Weekly CSV File to Data Contact	The Supplier will provide a weekly report that will cover: 1. No. of NEW TP newly being investigated, No. TP's under investigation and underperformance reviews and/or non-compliance 2. Reason of TP admitted to the NTP investigation of issues 3. Date admitted to NTP investigation of issues 4. Reason for admission 5. Resolution/Decision and date 6. Details of resolution/Decision 7. GMS UMR of school(s) associated with TP (if reporting school data) 8. Details TP's need to be removed from the NTP digital website and reasons why they need to be taken off the list 9. Total no. of 'active' issues 10. Total no. of 'active' critical issues 11. No. of critical issues that lead to a suspension (e.g. safeguarding/financial) 12. Total no. of critical issues that led to a support plan 13. Total no. of critical issues that were resolved 14. Issue details (State raised, Raised by, Issue description, Issue status, Impact level, owner, target resolution date) 15. "Any other relevant information" Supplier's discretion.
4	Performance Report 2 - Pipeline Time to complete - applying to admission/rejection.	Monthly Format CSV Report for the previous month to be sent to Data Contact on 4 th working day of the month	The report should cover the following: The number of working days between receipt of full, completed application from a prospective TP until the admission or rejection of a prospective TP The number of working days taken between the receipt of full completed application from TP to admission/rejection
6	Performance Report 3 - Service availability	100%	Reported via Contract Management meetings Monthly Format CSV

Schedule 6 (Transparency Reports)
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Schedule 6 (Transparency Reports)

100% defects for websites, systems, tools responded to within the priority timeframe		
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Schedule 7 (Staff Transfer)
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Schedule 7 (Staff Transfer)

1. Definitions

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

"Former Supplier"	a supplier supplying the Services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations apply;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;

Schedule 7 (Staff Transfer)
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Schedule 7 (Staff Transfer)

"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose employment will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former

Schedule 7 (Staff Transfer)
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Schedule 7 (Staff Transfer)

Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Contract:

- 3.1 Part B (Staff Transfer At Service Start Date – Transfer From Former Supplier)
- 3.2 Part C (Staff Transfer on Exit)
- 3.2.1 Annex E1 (List of Notified Subcontractors)
- 3.2.2 Annex E2 (Staffing Information)

Schedule 7 (Staff Transfer)
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Part A: Not Used

Schedule Y (Staff Transfer)
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Part B: Staff transfer at the Service Start Date

Transfer from a Former Supplier on Re-procurement

1. What is a relevant transfer

- 1.1 The Buyer and the Supplier agree that:
- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.
- 1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable to a whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary appointments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employees arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
- a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
- b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

Schedule Y (Staff Transfer)
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- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
- b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Subcontractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

Schedule Y (Staff Transfer)
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- 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing; and
- 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considers appropriate to resolve the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2:
- a) no such offer has been made;
- b) such offer has been made but not accepted; or
- c) the situation has not otherwise been resolved
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person:
- and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.4 The indemnity in Paragraph 2.3:
- 2.4.1 shall not apply to:
- a) any claim for:
- (i) for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

Schedule Y (Staff Transfer)
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- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or
- b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall not apply to any termination of employment occurring later than 6 Months from the Relevant Transfer Date.
- 2.5 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.
3. Indemnities the Supplier must give and its obligations
- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer; and the Former Supplier against any Employee Liabilities arising from or as a result of:
- 3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employees whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
- a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
- b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date; or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(i)) of the

Schedule Y (Staff Transfer)
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- Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes.
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
- b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.5 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

Schedule Y (Staff Transfer)
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- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admissions Agreement which in any case are attributable to a whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary appointments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.
4. Information the Supplier must give
- The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
5. Limits on the Former Supplier's obligations
- Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only to the Buyer's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.
6. Pensions
- 6.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with the requirements of Part 1 of the Pensions Act 2008, and/or 2016, and the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2016 for all transferring staff.

Schedule Y (Staff Transfer)
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Part C: Not used

Schedule Y (Staff Transfer)
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Part D: Pensions - Not Used

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period);
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor:
- 1.1.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - 1.1.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):
- 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier's Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pension, retirement and death benefits (including not to make possible any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any person arrangements to be put in place;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any person on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of or after the Service Transfer Date re-employ or re-engage or re-deploy any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any employees in the period ending on the Service Transfer Date;

- 1.5.13 pay all appropriate contributions and costs to any pension schemes set up by the Supplier or in which it enrolls employees;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract; and
 - 1.5.15 fully co-operate with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Service Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
 - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 10 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms displaced through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary appointments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising in respect of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of Transferring Supplier Employees or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on, or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees

- which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied to as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor; to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 15(4) of the Employment Regulations.

- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employees List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
 - 2.5.3 if such offer of employment is accepted, or, if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has otherwise been resolved by the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

- and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.6.1 to 2.6.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 any claim for:
 - a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
 - 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure;
 - 2.7 the indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 6 Months from the Service Transfer Date;
 - 2.8 if at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person;
 - 2.9 the Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary appointments in respect of any periodic payments shall be made between:
 - 2.9.1 the Supplier and/or any Subcontractor; and
 - 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
 - 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary

- to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.11.4 any proceeding by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated) under regulation 4(5) of the Employment Regulations) before the Service Transfer Date as a result of:
 - a) any act or omission of the Supplier or any Subcontractor in respect of Transferring Supplier Employees or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect

of any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and

2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.12 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination or employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

ANNEX E1: LIST OF NOTIFIED SUBCONTRACTORS – Not used

PENSIONS				
Details	Does the pension contribution rate	Does the pension contribution rate	Does the pension contribution rate	Does the pension contribution rate
Emp No 1				
Emp No 2				
Emp No				
Emp No				
Emp No				
Emp No				

Details	Security Check Level	Security Clearance Expiry date
Emp No 1		
Emp No 2		
Emp No		
Emp No		
Emp No		
Emp No		

Schedule 8 (Implementation Plan and Testing)

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Schedule 8 (Implementation Plan and Testing)
Part A - Implementation

1. Definitions

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

- "Delay" (a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;

"Deliverable Item" an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;

"Implementation Period" has the meaning given to it in Paragraph 7.1;

"Milestone Payment" a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan seven days after the Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within ten Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Schedule 8 (Implementation Plan and Testing)

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2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Service Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Service Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a properly requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorized Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

Schedule 8 (Implementation Plan and Testing)

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5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 notify the Buyer as soon as is practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone.
- 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
- a) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 (When the Buyer can end the contract); or
- b) the delay exceeds the number of days (the "Delay Period Limit") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 15 (How much you can be held responsible for).

Schedule 8 (Implementation Plan and Testing)

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7. Implementation Plan

- 7.1 The Implementation Period will be the period between the Start Date and the Service Start Date.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Service Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Service Start Date as set out in Award Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
- 7.3.1 work cooperatively and in partnership with the Buyer and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 7.3.2 work with the incumbent supplier and the Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will migrate the Services;
- 7.3.3 liaise with the incumbent supplier to enable the full completion of the Implementation Period activities; and
- 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent supplier and the Buyer Authorized Representative to capture and load up information such as asset data; and
- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorized Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately; and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Contract;
- 7.5.3 manage and report progress against the Implementation Plan;
- 7.5.4 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.5 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be

Schedule 8 (Implementation Plan and Testing)

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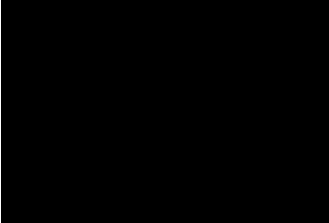
- 7.5.6 chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

Schedule 8 (Implementation Plan and Testing)

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Annex 1: Implementation Plan





Schedule B: (Implementation Plan and Testing)
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Part B - Testing

1. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a minimum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

Schedule B: (Implementation Plan and Testing)
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"Test Witness"

any person appointed by the Buyer pursuant to Paragraph 5 of this Schedule; and

"Testing Procedures"

the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case, no later than seven days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;

Schedule B: (Implementation Plan and Testing)
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- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case, no later than ten Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least five Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management; a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;
 - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5 expected Test results, including:
 - a) a mechanism to be used to capture and record Test results; and
 - b) a method to process the Test results to establish their content.

Schedule B: (Implementation Plan and Testing)
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7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 6.3.
- 7.3 The Supplier shall notify the Buyer at least three Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than two Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within two Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested; and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

Schedule B: (Implementation Plan and Testing)
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8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer to as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
 - 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

Schedule B: (Implementation Plan and Testing)
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10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

Schedule 10 (Service Levels)
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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within ten Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
- 1.2.3 not used;
- 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 1.2.5 not used; and
- 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
- 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier.

Schedule 10 (Service Levels)
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2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Schedule 11 (Continuous Improvement)
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Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("Continuous Improvement Plan") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 1.3.1 identifying the emergence of relevant new and evolving technologies;
- 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Start Date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

Schedule 11 (Continuous Improvement)
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- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
- 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract Period of the Contract, the Supplier may make a proposal for a gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 12 (Benchmarking)
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Schedule 12 (Benchmarking) – Not used

Schedule 13 (Contract Management)
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Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

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

3. Role of the Supplier Project Manager

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

Schedule 13 (Contract Management)
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4. Role of The Operational Board

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

6. Contract Risk Management

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

Schedule 13 (Contract Management)
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Annex: Operational Boards

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

Operational Board: Operational Performance & Contract Meeting

Suppliers Members: Kathryn Harris-Gunner (Head of Operations, Education Services)
The Buyer Members: Service Owners: Emily Sadler, Richard Porter, and Risks: Llewellyn Davies. Contract Team: Tajinder Dhali and Jorja Bigwood. Commercial Team: Claire Smith

Frequency of meetings: Monthly

Location of meetings: Remote (via video conferencing) unless by exception

Planned start date of meetings: Exact date to be agreed. Second week in the month (to cover previous months performance) from October 2022.

Schedule 14 (Business Continuity and Disaster Recovery)
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Schedule 14 (Business Continuity and Disaster Recovery)
1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):
- "BCDR Plan" has the meaning given to it in Paragraph 2.1 of this Schedule;
- "Business Continuity Plan" has the meaning given to it in Paragraph 2.2.2 of this Schedule;
- "Disaster Recovery Plan" has the meaning given to it in Paragraph 2.2.3 of this Schedule;
- "Related Supplier" any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
- "Review Report" has the meaning given to it in Paragraph 6.3 of this Schedule; and
- "Supplier's Proposals" has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 On or before the Service Start Date, the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan ("a **"BCDR Plan"**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.1.2 the recovery of the Deliverables in the event of a Disaster
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
- 2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Schedule 14 (Business Continuity and Disaster Recovery)
Owner Copyright 2022

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interrelates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
- a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - e) a business impact analysis of different anticipated failures or disruptions.
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out methodology of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

Schedule 14 (Business Continuity and Disaster Recovery)
Owner Copyright 2022

- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans;
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
- 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
- 3.2.3 it complies with the relevant provisions of ISO/IEC 27002, ISO/IEC 15629:13 and all other industry standards from time to time in force; and
- 3.2.4 it details a process for the management of disaster recovery testing;
- 3.3 The BCDR Plan shall be upgradable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables;
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

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

Schedule 14 (Business Continuity and Disaster Recovery)
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6. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact;
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Buyer Premises;
- 5.2.2 loss of utilities to the Buyer Premises;
- 5.2.3 loss of the Supplier's helpdesk or CAFM system;
- 5.2.4 loss of a Subcontractor;
- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
- 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of

Schedule 14 (Business Continuity and Disaster Recovery)
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- both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the latest of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
- 7.1.2 in the event of any major reconfiguration of the Deliverables;
- 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with

Schedule 14 (Business Continuity and Disaster Recovery)
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- the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved by the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
- 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.
8. Invoking the BCDR Plan
- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
9. Circumstances beyond your control
- 9.1 The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 15 (Minimum Standards of Reliability)
Owner Copyright 2022

Schedule 15 (Minimum Standards of Reliability) – Not used

Schedule 16 (Security)
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Schedule 16 (Security)
Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):
- "Breach of Security" the occurrence of:
- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
 - b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract;
- in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 2.1;
- "Security Management Plan" the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

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

Schedule 16 (Security) Crown Copyright 2022	
2.4	Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.
3. Security Standards	
3.1	The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
3.2	The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
3.2.1	is in accordance with the Law and this Contract;
3.2.2	as a minimum demonstrates Good Industry Practice;
3.2.3	meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
3.2.4	where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
3.3	The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor or to replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
3.4	In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.
4. Security Management Plan	
4.1	Introduction
4.1.1	The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
4.2	Content of the Security Management Plan
4.2.1	The Security Management Plan shall:
4.2.1 (a)	comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
4.2.1 (b)	identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
4.2.1 (c)	detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any

Schedule 16 (Security) Crown Copyright 2022	
(d)	be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
(e)	set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
(f)	set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph 2.1; and
(g)	be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
4.3. Development of the Security Management Plan	
4.3.1	Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
4.3.2	If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1 or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its

Schedule 16 (Security) Crown Copyright 2022	
4.3.3	The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
4.3.4	Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.
4.4	Amendment of the Security Management Plan
4.4.1	The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
4.4.1 (a)	emerging changes in Good Industry Practice;
4.4.1 (b)	any change or proposed change to the Deliverables and/or associated processes;
4.4.1 (c)	where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
4.4.1 (d)	any new perceived or changed security threats; and
4.4.1 (e)	any reasonable change in requirements requested by the Buyer.
4.4.2	The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:
4.4.2 (a)	suggested improvements to the effectiveness of the Security Management Plan;
4.4.2 (b)	updates to the risk assessments; and
4.4.2 (c)	suggested improvements in measuring the effectiveness of controls.
4.4.3	Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
4.4.4	The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented at timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments

Schedule 16 (Security) Crown Copyright 2022	
	shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.
6. Security breach	
6.1	Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
6.2	Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
6.2.1	immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
6.2.1 (a)	minimise the extent of actual or potential harm caused by any Breach of Security;
6.2.1 (b)	remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
6.2.1 (c)	prevent an equivalent breach in the future exploiting the same cause failure; and
6.2.1 (d)	as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
6.3	In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Schedule 16 (Security) Crown Copyright 2022	
Part B: Long Form Security Requirements – Not used	

Schedule 17 (Service Recipients) Crown Copyright 2022	
Schedule 17 (Service Recipients) – Not used	

Schedule 18 (Supply Chain Visibility) Crown Copyright 2022	
Schedule 18 (Supply Chain Visibility)	
1. Definitions	
1.1	In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 18; and
"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract
2. Visibility of Sub-Contract Opportunities in the Supply Chain	
2.1	The Supplier shall:
2.1.1	subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period.

Schedule 18 (Supply Chain Visibility) Crown Copyright 2022	
2.1.2	within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contracts Finder with details of the successful Subcontractor;
2.1.3	monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
2.1.4	provide reports on the information at Paragraph 2.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
2.1.5	promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
2.2	Each advert referred to at Paragraph 2.1.1 of this Schedule 18 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
2.3	The obligations on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Start Date.
2.4	Notwithstanding Paragraph 2.1, the Buyer may give its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.
3. Visibility of Supply Chain Spend	
3.1	In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Buyer which incorporate the data described in the Supply Chain Information Report Template which is:
3.1.1	the total contract revenue received directly on the Contract;
3.1.2	the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSes); and
3.1.3	the total value of sub-contracted revenues to SMEs and VCSes.
3.2	The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1 - 3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least forty (40) days' notice in writing of any such change and shall specify the date from which it must be used.
3.3	The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.

Schedule 18 (Supply Chain Visibility)
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4. Visibility of Payment Practice

- 4.1 If this Contract has at the Start Date an anticipated contract value in excess of £5 million per annum (excluding VAT) averaged over the Contract Period and without prejudice to Clause 4.6, Clause 8.2.1(i) and 8.2.2(i), the Supplier shall:
- 4.1.1 pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
- (i) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
 - (ii) the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
- 4.1.2 include within the Supply Chain Information Report a summary of its compliance with this Paragraph 4, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.
- 4.2 If any Supply Chain Information Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, the Supplier shall provide to the Buyer within fifteen Working Days of submission of the latest Supply Chain Information Report an action plan (the "Action Plan") for improvement. The Action Plan shall include, but not be limited to, the following:
- 4.2.1 identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;
- 4.2.2 actions to address each of the causes set out in Sub-Paragraph 4.2.1; and
- 4.2.3 mechanism for and commitment to regular reporting on progress to the Supplier's Board.
- 4.3 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.
- 4.4 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractor or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Supplier's Solution (to the extent it is not already included).

Schedule 18 (Supply Chain Visibility)
Crown Copyright 2022

- 4.5 If the Supplier notifies the Buyer (whether in a Supply Chain Report or otherwise) that the Supplier has failed to pay 95% or above of its Unconnected Sub-contractor within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Schedule 19 (Cyber Essentials Scheme)
Crown Copyright 2022

Annex 1 - Supply Chain Information Report template

	Contract Year (6 - 1)			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (2) to be received in this Contract Year	£ 1	100%	£ 1	100%
Total value of Sub-contractor Invoices (3) in this Contract Year	£ 1	1	£ 1	1
Total value of Sub-contractor Invoices to SMEs (3) in this Contract Year	£ 1	1	£ 1	1
Total value of Sub-contractor Invoices to VCSEs (3) in this Contract Year	£ 1	1	£ 1	1

Schedule 19 (Cyber Essentials Scheme)
Crown Copyright 2022

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):
- "Cyber Essentials Scheme" the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
- "Cyber Essentials Basic Certificate" the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance.
- "Cyber Essentials Certificate" Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form
- "Cyber Essentials Scheme Data" sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme
- "Cyber Essentials Plus Certificate" the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate, the Supplier shall provide a valid Cyber Essentials Certificate in the Award Form. Where the Supplier fails to comply with this Paragraph 2.1 it shall be prohibited from the provision of Deliverables under the Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each

Schedule 19 (Cyber Essentials Scheme)
Crown Copyright 2022

- anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contract Period, the Supplier shall deliver to the Buyer evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
- 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract.

Schedule 20 (Processing Data)
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Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 1.1.1 "Controller" in respect of the other Party who is "Processor";
- 1.1.2 "Processor" in respect of the other Party who is "Controller";
- 1.1.3 "Joint Controller" with the other Party;
- 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller".
- In respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.
2. Where one Party is Controller and the other Party is Processor
- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
- 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
- 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- 2.4.1 Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

Schedule 20 (Processing Data)
Crown Copyright 2022

- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
- a) nature of the data to be protected;
 - b) harm that might result from a Personal Data Breach;
 - c) state of technological development; and
 - d) cost of implementing any measures;
- 2.4.3 ensure that:
- a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - b) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under the Schedule 20, Clause 18 (Data protection);
 - (ii) (What you must keep confidential) and 20 (When you can share information);
 - (iii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iv) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (v) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data unless the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 73 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "IDTA"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time, as well as any additional measures determined by the Controller;

Schedule 20 (Processing Data)
Crown Copyright 2022

- c) the Data Subject has enforceable rights and effective legal remedies;
 - d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.
- 2.4.5 where the Personal Data is subject to EU GDPR, not transfer Personal Data unless the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the EU GDPR; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU (or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring Party);
 - c) the Data Subject has enforceable rights and effective legal remedies;
 - d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.4.6 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if it relates to Processing Personal Data under or in connection with the Contract it:
- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

Schedule 20 (Processing Data)
Own Copyright 2022

2.5.2 receives a request to rectify, block or erase any Personal Data;

2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;

2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.5.6 becomes aware of a Personal Data Breach.

2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

2.7.1 the Controller with full details and copies of the complaint, communication or request;

2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

2.7.4 assistance as requested by the Controller following any Personal Data Breach; and/or

2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.

2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

2.8.1 the Controller determines that the Processing is not occasional;

2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

Schedule 20 (Processing Data)
Own Copyright 2022

2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;

2.11.2 obtain the written consent of the Controller;

2.11.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and

2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

2.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

3. **Where the Parties are Joint Controllers of Personal Data**

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

4. **Independent Controllers of Personal Data**

4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to provide the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

Schedule 20 (Processing Data)
Own Copyright 2022

4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.1 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

4.5 The Parties shall only provide Personal Data to each other:

4.5.1 to the extent necessary to perform their respective obligations under the Contract;

4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

4.5.3 where it has recorded it in Annex 1 (Processing Personal Data).

4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, content and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

4.7 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

4.8 Where a Party requires a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):

4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other

Schedule 20 (Processing Data)
Own Copyright 2022

Party that it has received the same and shall forward such request or correspondence to the other Party; and

b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timescales specified by Data Protection Legislation.

4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timescales set out therein); and

4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).

4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).

4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.1 to 4.11 of this Schedule 20.

Schedule 20 (Processing Data)
Own Copyright 2022

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">Pupil names, Address, DOBs, Special Educational Needs status, if in receipt of PP funding, attainment level, specific learning needs, any safeguarding information or risk assessments.School stakeholder contact names, roles, email addresses and contact numbersName, address, DOB, Email Address, Telephone Numbers, Nationality of TutorDetails of tuition by subject allocated by pupil, number of sessions & block of hours attended & missed by pupil, region, school, SEN & PP statusTutor DBS and compliance information including criminal record informationParent/carer names and contact details, where parental consent may be required to put online from home tuition in placeAny details of allegations of misconduct or safeguarding concerns raised about a Tutor relevant to a pupil, school stakeholder, parent/carerAny complaints on performance concerns relevant to a specific Tutor

Schedule 20 (Processing Data)
Own Copyright 2022

- Any pupil outcome data (that is personally identifiable) collected after a program of tuition has been delivered through a Tutor Partner
- Any feedback on the Services provided by the Supplier (that is personally identifiable)

The Supplier is Controller and the Buyer is Processor

The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor of the following Personal Data. It is not anticipated upon the commencement of this Agreement that Personal Data processed under this Agreement will fall into this category.

The Parties are Joint Controllers

The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation they are Joint Controllers in respect of. It is not anticipated upon the commencement of this Agreement that Personal Data processed under this Agreement will fall into this category. Should Personal Data be shared between the Parties where the purpose of processing the data is determined jointly by both the Supplier and Buyer then the parties shall confirm in writing the Personal Data which falls into this category and the terms set out in Annex 2 shall apply unless otherwise agreed by the Buyer and the Supplier.

The Parties are Independent Controllers of Personal Data

The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:

- Business contact details of Supplier Personnel
- Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Agreement)
- Where the Supplier had the data prior to the agreement with the Buyer

Schedule 20 (Processing Data)
Own Copyright 2022

Duration of the Processing	All personal data to be processed for the duration of the Services and thereafter to the extent that the relevant Party (or Parties) has an ongoing legal basis and for such periods as are in accordance with the regulations set out in UK and EU GDPR as well as obligations for retained data for longer periods such as for tax reporting obligations.
Nature and purposes of the Processing	Processing including but not limited to the following: in accordance with statutory obligations, sourcing candidate data, employment processing, assessment, the provision and receipt of the Services and the performance of contractual obligations under the Agreement, legitimate interests. The purpose of the processing: Tutor Partner Quality Insurance, Tutor Partner and school communication
Type of Personal Data	Including but not limited to: name, address, date of birth, and all other personal data detailed above in the lists of data for which the Buyer and/or the Supplier is/are a Data Controller.
Categories of Data Subject	Including but not limited to: Staff, suppliers, tutors, academic members, students / pupils, parents/carers, members of school staff, members of the public, users of Supplier's website, users of job boards, individuals within the Buyer.
Plan for return and destruction of the data once the Processing is complete	All personal data will be deleted in line with GDPR and other statutory obligations for example holding data for tax reasons.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract	UK or as otherwise agreed.

Schedule 20 (Processing Data)
Own Copyright 2022

Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under the Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	Data Protection Policy and Cyber Essentials Insurance in place.
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Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) (in replacement of Paragraph 2 of this Schedule 29 (Where one Party is Controller and the other Party is Processor) and Paragraphs 4.1 - 4.11 of this Schedule 20 (Independent Controller of Personal Data)). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [Supplier/Buyer]:
- 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using all reasonable endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- 1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier/Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and websites).
- 1.3 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

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

- 2.1.1 report to the other Party every [] month on:
- a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data; any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation; and
- c) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- d) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.
- that it has received in relation to the subject matter of the Contract during that period;
- 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraph 2.1.1(a) to (d);
- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 2.1.1(b) to (d) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extraneous information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data.

- 2.1.7 use all reasonable endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
- a) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
- b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
- c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
- a) nature of the data to be protected;
- b) harm that might result from a Personal Data Breach;
- c) state of technological development; and
- d) cost of implementing any measures;
- 2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- 2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach;
- 2.1.11 where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the non-transferring Party has been obtained and the following:
- a) the transfer is in accordance with Article 46 of the UK GDPR or DPA 2018 Section 72 or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 73) and approved by the non-transferring Party which could include the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- International Data Transfer Agreement Addendum to the European Court of Justice decision in Schrems II, as published by the Information Commissioner's Office from time to time, as well as any additional measures;

- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.1.12 where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of non-transferring Party has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU as well as any additional measures;
- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not be in breach of its obligations under the Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of obligation.

3. Data Protection Breach

- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are

- likely to give rise to a Personal Data Breach, providing the Buyer and its advisors with:
- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
- 3.1.2 all reasonable assistance, including:
- a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- b) co-operation with the other Party including using such reasonable endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 3.2.
- 3.2 Each Party shall use all reasonable endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has been lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it sees fit. That Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- 3.2.1 the nature of the Personal Data Breach;
- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and
- 3.2.6 describe the likely consequences of the Personal Data Breach.

4. Audit
- 4.1 The Supplier shall permit:
- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, in compliance with this Annex 2 and the Data Protection Legislation; and/or
- 4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier for as far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.
- 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.
5. Impact Assessments
- The Parties shall:
- 5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment(s) as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Contract, in accordance with the terms of Article 30 UK GDPR.
6. ICO Guidance
- The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.
7. Liabilities for Data Protection Breach
- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach (Financial Penalties) then the following shall occur:
- 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the

- payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- 7.1.3 if in view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 38 of the Core Terms (Resolving disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Loser").
- 7.3.1 if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Loser's;
- 7.3.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Loser's;
- 7.3.3 if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Loser's equally.
- 7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losers as a result of

- a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.
8. Termination
- If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract).
9. Sub-Processing
- In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- 9.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- 9.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.
10. Data Retention
- The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Schedule 21 (Variation Form)
Own Copyright 2022

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the Contract)

Contract Details	
This variation is between:	[Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation:	[insert reason]
Reason for the variation:	[insert number] days
Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]
Outcomes of Variation	
Contract variation:	This Contract detailed above is varied as follows: • [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount] Additional cost due to variation: £ [insert amount] New Contract value: £ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

Schedule 21 (Variation Form)
Own Copyright 2022

Schedule 21 (Variation Form)

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Schedule 21 (Variation Form)
Own Copyright 2022

Schedule 21 (Variation Form)

Signed by an authorised signatory for and on behalf of the Buyer

Signature	_____
Date	_____
Name (in Capitals)	_____
Address	_____

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

Signature	_____
Date	_____
Name (in Capitals)	_____
Address	_____

Schedule 22 (Insurance Requirements)
Own Copyright 2022

Schedule 22 (Insurance Requirements)

1. The Insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law, and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.
2. How to manage the insurance
 - 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take and procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slip and other evidence of placing cover representing any of the Insurances to which it is a party;
 3. What happens if you aren't Insured
 - 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which

Schedule 22 (Insurance Requirements)
Own Copyright 2022

- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
4. Evidence of insurance you must provide
 - 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.
5. Making sure you are insured to the required amount
 - 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "to the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.
6. Cancelled Insurance
 - 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
 - 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.
7. Insurance claims
 - 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
 - 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in

Schedule 22 (Insurance Requirements)
Own Copyright 2022

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "to the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.
6. Cancelled Insurance
 - 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
 - 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.
7. Insurance claims
 - 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
 - 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in

Schedule 22 (Insurance Requirements)
Own Copyright 2022

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured
 - 1.1 The Supplier
2. Interest
 - 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
 - (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
 - (b) loss of or damage to physical property;happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.
3. Limit of indemnity
 - 3.1 Not less than **£1 million** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.
4. Territorial limits
 - United Kingdom
5. Period of insurance
 - 5.1 From the date of this Contract for the period of the Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.
6. Cover features and extensions
 - 6.1 Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.
7. Principal exclusions
 - 7.1 War and related perils.
 - 7.2 Nuclear and radioactive risks.
 - 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

Schedule 22 (Insurance Requirements)
Own Copyright 2022

- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from escape and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.
8. Maximum deductible threshold
 - 8.1 Not to exceed **£100,000** for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance and, in the case of employers' liability insurance, the minimum level of coverage shall be £5 million.

PART C: ADDITIONAL INSURANCES

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and/or professional services to be maintained for 6 years after the End Date. The Supplier shall take out and maintain or procure the taking out and maintenance of Professional Indemnity Insurance with a minimum level of coverage of £1 million.
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3.1.10 shall not use or allow child or slave labour to be used by its subcontractors and suppliers;

3.1.11 shall shut the discussion or suppression of any slavery or trafficking by its or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Environmental Requirements

4.1 The Supplier must perform its obligations regarding in all material respects the requirements of all applicable Laws regarding the environment.

4.2 In performing its obligations under the Contract, the Supplier shall, where applicable, ensure that it:

- 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
- 4.2.2 be responsible for ensuring that any waste generated by the Supplier and its subcontractors, disposal or other recovery as a consequence of this Contract in line with a licensed waste carrier or an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
- 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery activities in connection with this Contract do so in a legally compliant way, and can demonstrate that reasonable checks have been made to ensure that this is the case. It shall provide relevant data and evidence of recycling, recovery and disposal.

4.3 In circumstances that a permit, licence or exemption to carry or send waste is generated, the Supplier is to ensure that the Supplier shall cease to carry or send waste or allow waste to be sent to a landfill site until the necessary authorisation is obtained from the Environment Agency.

4.4 In performing its obligations under the Contract, the Supplier shall to the satisfaction of the Buyer (where the anticipated savings in any Contract Year are above 5.5 million per annum (excluding VAT)), where applicable, contribute to the contract in accordance with FPN (06/21), current and maintain a reasonable Carbon Reduction Plan in accordance with FPN (06/21).

4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.buyingstandards.gov.uk>

5. Supplier Code of Conduct

5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with the Government. This can be found at: <https://www.gov.uk/government/publications/supplier-code-of-conduct>

Schedule 28 (ICT Services) – Not used

Schedule 29 (Key Supplier Staff)
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Schedule 29 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("Key Roles") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("Key Staff").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer 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 Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of less (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any

Schedule 29 (Key Supplier Staff)
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respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Schedule 29 (Key Supplier Staff)
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Annex 1 - Key Roles

Key Role	Key Staff	Contract Details

Schedule 30 (Exit Management)
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Schedule 30 (Exit Management)

1. Definitions
- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):
- "Exclusive Assets" Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
- "Exit Information" has the meaning given to it in Paragraph 3.1 of this Schedule;
- "Exit Manager" the person appointed by each Party to manage their respective obligations under this Schedule;
- "Net Book Value" the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciable policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
- "Non-Exclusive Assets" those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
- "Replacement Goods" any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
- "Replacement Services" any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
- "Termination Assistance Period" the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
- "Transferable Assets" Exclusive Assets which are capable of legal transfer to the Buyer;

Schedule 30 (Exit Management)
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- "Transferable Contracts" Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
- "Transferring Assets" has the meaning given to it in Paragraph 3.2.1 of this Schedule;
- "Transferring Contracts" has the meaning given to it in Paragraph 3.2.3 of this Schedule;
- "Virtual Library" the data repository hosted by the Supplier containing the accurate information about the Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.
2. Supplier must always be prepared for contract exit
- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within ten Working Days from the Start Date, and in any event no later than the Service Start Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
- 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) (if used) and operating procedures through which the Supplier provides the Deliverables;
- and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All

Schedule 30 (Exit Management)
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- information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3 Where Schedule 7 (Staff Transfer) applies to this Contract, the Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
- 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
- 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.
3. Assisting re-competition for Deliverables
- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Text Information").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables, and not be disadvantaged in any procurement process compared to the Supplier.

Schedule 30 (Exit Management)
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4. Exit Plan
- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "Exit Plan").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 how the Exit Information is obtained;
- 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under the Contract;
- 4.3.3 the management structure to be employed during the Termination Assistance Period;
- 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
- 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
- 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
- 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party.

Schedule 30 (Exit Management)
Owner Copyright 2022

- 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provision of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- a) every three months throughout the Contract Period;
- b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
- c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten Working Days after the date of the Termination Assistance Notice;
- d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for the Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
5. Termination Assistance
- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any

Schedule 19 (Exit Management)	Open Copyright 2022
event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:	
5.1.1 the nature of the Termination Assistance required; and	
5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date	
5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:	
5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and	
5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.	
5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.	
5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).	
6. Termination Assistance Period	
6.1 Throughout the Termination Assistance Period the Supplier shall:	
6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;	
6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;	
6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;	
6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the	

Schedule 19 (Exit Management)	Open Copyright 2022
provision of the Management Information or any other reports not to any other of the Supplier's obligations under this Contract;	
6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and	
6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required;	
6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.	
6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.	
7. Obligations when the contract is terminated	
7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.	
7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:	
7.2.1 cease to use the Government Data;	
7.2.2 vacate any Buyer Premises;	
7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained therein, other than fair wear and tear, which is caused by the Supplier;	
7.2.4 notify the Subcontractors of procedures to be followed during the Termination Assistance Period, to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:	
a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and	
b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier; provided that the Buyer and/or the Replacement Supplier shall pay the	

Schedule 19 (Exit Management)	Open Copyright 2022
reasonable costs of the Supplier actually incurred in responding to such requests for access.	
7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.	
7.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.	
8. Assets, Sub-contracts and Software	
8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:	
8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or	
8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.	
8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:	
8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");	
8.2.2 which, if any, of:	
a) the Exclusive Assets that are not Transferable Assets; and	
b) the Non-Exclusive Assets that are not Transferable Assets; and the Buyer and/or the Replacement Supplier requires the continued use of; and	
8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its	

Schedule 19 (Exit Management)	Open Copyright 2022
Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.	
8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.	
8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.	
8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:	
8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which	
8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.	
8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.	
8.7 The Buyer shall:	
8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and	
8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its obligations under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.	
8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.	
8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to	

Schedule 19 (Exit Management)	Open Copyright 2022
Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRIPA.	
9. No charges	
9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.	
10. Dividing the bill	
10.1 All outgoings, expenses, rents, royalties and other periodical payments recoverable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:	
10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;	
10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and	
10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.	

Schedule 19 (Exit Management)	Open Copyright 2022
ANNEX 1: SCOPE OF TERMINATION ASSISTANCE	
1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:	
1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;	
1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and reviewing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;	
1.1.3 providing details of work volumes and staffing requirements over the 12 Months immediately prior to the commencement of Termination Assistance;	
1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of 12 Months after the Termination Assistance Period;	
1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;	
1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;	
1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;	
1.1.8 providing an information pack listing and describing the Deliverables used by the Buyer in the procurement of the Replacement Deliverables;	
1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;	
1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;	
1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 Months afterwards for the purpose of the smooth	

Schedule 19 (Exit Management)	Open Copyright 2022
transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:	
a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and	
b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;	
1.1.12 knowledge transfer services, including:	
a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);	
b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;	
c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;	
d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and	
e) allocating the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,	

Schedule 19 (Exit Management)	Open Copyright 2022
and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).	
1.2 The Supplier will:	
1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and	
1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise at a suitable standard.	
1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.	
1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:	
1.4.1 copies of up-to-date procedures and operations manuals;	
1.4.2 product information;	
1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and	
1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule; and such information shall be updated by the Supplier at the end of the Termination Assistance Period.	
1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:	
1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:	
a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and	
b) during each period of access comply with the security, systems and facilities opening procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and	

Schedule 30 (Exit Management)
Crown Copyright 2022

1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 31 (Buyer Specific Terms)
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Schedule 31 (Buyer Specific Terms) – Not used

Schedule 32 (Background Checks)
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1. When you should use this Schedule
This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions
“**Relevant Conviction**” means a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence spent or unspent that is relevant to the nature of the Services.

3. Relevant Convictions

3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

3.2.1 carry out a check with the records held by the Department for Education (DfE);

3.2.2 conduct thorough questioning regarding any Relevant Convictions; and

3.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Schedule 33 (Background Checks)
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Annex 1 – Relevant Convictions – Not used

Schedule 33 (Scottish Law)
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Schedule 33 (Scottish Law) – Not used

Schedule 34 (Northern Ireland Law)
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Schedule 34 (Northern Ireland Law) – Not used

Schedule 35 (Lease Terms)
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Schedule 35 (Lease Terms) – Not used

Schedule 36 (Intellectual Property Rights)
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Schedule 36 (Intellectual Property Rights)

Schedule 36 (Intellectual Property Rights)
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1. Intellectual Property Rights

- 1.1. Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.
- 1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.3. **Licences granted by the Supplier: Supplier Existing IPR**
- 1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.
- 1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Supplier Existing IPR which is reasonably required by the Buyer to enable it:
- 1.3.2.1. or any End User to use and receive the Deliverables; or
- 1.3.2.2. to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,
- for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.
- 1.4. **Licences granted by the Buyer and New IPR**
- 1.4.1. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations during the Contract Period.
- 1.4.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 1.4.3. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

Schedule 36 (Intellectual Property Rights)
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1.5. Open Licence Publication

- 1.5.1. Subject to Paragraph 1.5.4, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items.
- 1.5.2. Subject to Paragraph 1.5.4, the Supplier hereby warrants that the New IPR Items are suitable for release under Open Licence.
- 1.5.3. The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Buyer ("Buyer Open Licence Request").
- 1.5.4. The Supplier may within 15 days of a Buyer Open Licence Request under Paragraph 1.5.3 request in writing that the Buyer excludes all or part of:
- 1.5.4.1. the New IPR; or
- 1.5.4.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 1.5.3 from Open Licence publication.
- 1.5.5. Any decision to Approve any such request from the Supplier pursuant to Paragraph 1.5.4 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 1.5.6. Subject to Clause 15 of the Core Terms, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

Schedule 36 (Intellectual Property Rights)
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1.6. Third Party IPR

- 1.6.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.6.3. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.6.3 in respect of any Third Party IPR the Supplier shall:
- 1.6.1.1. notify the Buyer in writing; and
- 1.6.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.
- 1.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 1.6.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.
- 1.7. **Termination of licences**
- 1.7.1. The Supplier Existing IPR Licence granted pursuant to Paragraph 1.3 and the Third Party IPR Licence granted pursuant to Paragraph 1.6 shall survive the Expiry Date and termination of this Contract.
- 1.7.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 1.7.3. Any licence granted to the Supplier pursuant to Paragraph 1.4 (Licence granted by the Buyer) shall terminate automatically on the Expiry Date and the Supplier shall:

Schedule 36 (Intellectual Property Rights)
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- 1.7.3.1. immediately cease all use of the Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
- 1.7.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Existing IPR and the Buyer Data (as the case may be); and
- 1.7.3.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, internal system or any other device of the Supplier containing such Buyer Existing IPR or Buyer Data.

Schedule 36 (Intellectual Property Rights)
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ANNEX 1: NEW IPR

Name of New IPR	Details

Schedule 37 (Corporate Resolution Planning)
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Schedule 37 – Not used

Schedule 38 (Buyer Environmental Policy)
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Schedule 38 – Buyer Environmental Policy – Not used