

**CALL-OFF CONTRACT**

**CONTENTS**

**Call-Off Order Form**

**Schedule 2.1 (Call-Off Services Description)**

**Schedule 2.2 (Call-Off Performance Levels)**

**Schedule 2.5 (Call-Off Insurance)**

**Schedule 3 (Call-Off Customer Responsibilities)**

**Schedule 4.1 (Call-Off Supplier Solution)**

**Schedule 4.2 (Call-Off Commercially Sensitive Information)**

**Schedule 4.3 (Call-Off Sub-contracting)**

**Schedule 6.1 (Call-Off Implementation)**

**Schedule 6.2 (Call-Off Software)**

**Schedule 7.1 (Call-Off Charges and Invoicing)**

**Schedule 7.4 (Call-Off Financial Distress)**

**Schedule 7.5 (Call-Off Reports, Records and Audit Rights)**

**Schedule 8.1 (Call-Off Governance)**

**Schedule 9.1C (Call-Off Staff Transfer)**

**Schedule 9.1 (Call-Off Key Personnel)**

**Schedule 10 (Call-Off Processing Personal Data)**

**FULL CONTRACT SCHEDULES**

## CALL-OFF ORDER FORM

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on 1<sup>st</sup> November 2023 ("**Call-Off Effective Date**")

### 1. BACKGROUND

- (A) On 11<sup>th</sup> June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (reference 2020/S 114-277986), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 03/11/2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

### 2. IT IS AGREED AS FOLLOWS

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Of Contract.
- 2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 2.4 The Supplier acknowledges that it has advised the Customer in writing of:-
  - 2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
  - 2.4.2 the actions needed to remedy each such unsuitable aspect; and
  - 2.4.3 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 Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 2.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
- 2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

## CALL-OFF ORDER FORM

### 3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	His Majesty's Prison and Probation Service (HMPPS) – HMP & YOI New Hall																									
2.	Supplier	Name: Together Women Project Registered address: 13 Park Square East, Leeds, West Yorkshire, LS1 2LF Registered number: 06814757																									
3.	Call-Off Commencement Date	1 <sup>st</sup> November 2023																									
4.	Call-Off Expiry Date	31 <sup>st</sup> October 2025  The Authority reserves the right to extend for a period of 1 year (expiry date: 31 <sup>st</sup> October 2026) + 1 year (expiry date: 31 <sup>st</sup> October 2027) by providing no less than three (3) months written notice to the Supplier.																									
5.	Customer Representative (Clause 13.6.2)	<b>REDACTED</b>																									
6.	Supplier Representative (Clause 13.6.2)	<b>REDACTED</b>																									
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).																									
8.	Relevant terms	<p>In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:</p> <table border="1"> <thead> <tr> <th>Framework Agreement Clause number</th><th>Applies</th><th>Disapplies</th><th>Consequence</th></tr> </thead> <tbody> <tr> <td>9 (Implementation)</td><td>X</td><td></td><td>If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply</td></tr> <tr> <td>10 (Performance Indicators)</td><td>X</td><td></td><td>If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply</td></tr> <tr> <td>16.7 to 16.10 (Key Personnel)</td><td>X</td><td></td><td>If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply</td></tr> <tr> <td>32 (Remediation Plan Process)</td><td>X</td><td></td><td></td></tr> <tr> <td>33 (Delay Payments)</td><td></td><td>X</td><td></td></tr> </tbody> </table>		Framework Agreement Clause number	Applies	Disapplies	Consequence	9 (Implementation)	X		If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply	10 (Performance Indicators)	X		If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply	16.7 to 16.10 (Key Personnel)	X		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply	32 (Remediation Plan Process)	X			33 (Delay Payments)		X	
Framework Agreement Clause number	Applies	Disapplies	Consequence																								
9 (Implementation)	X		If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply																								
10 (Performance Indicators)	X		If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply																								
16.7 to 16.10 (Key Personnel)	X		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply																								
32 (Remediation Plan Process)	X																										
33 (Delay Payments)		X																									

## CALL-OFF ORDER FORM

		35 (Step-In Rights)	X		
		Schedule 7.2 (Payments on Termination)		X	
9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.			
		Provision	Tier One	Tier Two	Tier Three
		Schedule 7.4 (Financial Distress)			X
		Schedule 7.5 (Reports, Records and Audit Rights)			X
		Schedule 8.1 (Governance)			X
		Schedule 8.2 (Change Control)			X
		Schedule 8.5 (Exit Management)			X
		Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X
10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Pricing Schedule.			
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.			
12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be S3.  Any changes to the relevant Standards applicable and set out in Schedule 2.3 for the purpose of this Call-Off Contract shall be as set out below:  Not applicable			
13.	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S3.  The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance).			

## CALL-OFF ORDER FORM

14.	<b>Commercially Sensitive Information</b>	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract												
15.	<b>Sub-contracting</b>	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.												
16.	<b>Software</b>	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.												
17.	<b>Payments on Termination</b>	Schedule 7.2 (Payments on Termination) of the Framework Agreement shall not apply.												
18.	<b>Financial Distress</b>	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.												
19.	<b>Governance</b>	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.												
20.	<b>Exit Management</b>	The provisions of Schedule 8.5 (Exit Management) Charges shall apply.												
21.	<b>Service Continuity</b>	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.												
22.	<b>Staff Transfer (Relevant Staff Transfer Schedule)</b>	Schedule 9.1A/Schedule 9.1B shall not apply to this Call-Off Contract  Schedule 9.1C set out at Special Term 26 shall apply instead.												
23.	<b>Guarantee</b>	This Call-Off Contract is not conditional upon the valid execution and delivery to the Customer of the Guarantee.												
24.	<b>Personal Data</b>	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.												
25.	<b>Notice provisions (Clause 46.4)</b>	<table border="1"> <thead> <tr> <th></th><th>Supplier</th><th>Customer</th></tr> </thead> <tbody> <tr> <td><b>Contact</b></td><td><b>REDACTED</b></td><td><b>REDACTED</b></td></tr> <tr> <td><b>Address</b></td><td>13 Park Square East, Leeds, West Yorkshire, LS1 2LF</td><td>Ministry of Justice, 5 Wellington Place, Leeds, LS1 4AP</td></tr> <tr> <td><b>Email</b></td><td><b>REDACTED</b></td><td><b>REDACTED</b></td></tr> </tbody> </table>		Supplier	Customer	<b>Contact</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>Address</b>	13 Park Square East, Leeds, West Yorkshire, LS1 2LF	Ministry of Justice, 5 Wellington Place, Leeds, LS1 4AP	<b>Email</b>	<b>REDACTED</b>	<b>REDACTED</b>
	Supplier	Customer												
<b>Contact</b>	<b>REDACTED</b>	<b>REDACTED</b>												
<b>Address</b>	13 Park Square East, Leeds, West Yorkshire, LS1 2LF	Ministry of Justice, 5 Wellington Place, Leeds, LS1 4AP												
<b>Email</b>	<b>REDACTED</b>	<b>REDACTED</b>												

## CALL-OFF ORDER FORM

26.	Special Terms	Schedule 9.1C as set out in 22. Staff Transfer (Relevant Staff Transfer Schedule) shall apply
-----	---------------	-----------------------------------------------------------------------------------------------

## CALL-OFF ORDER FORM

**IN WITNESS** of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

**SIGNED** for and on behalf of  
the Customer [Secretary of State for  
Justice]

**REDACTED**

**SIGNED** for and on behalf of  
the Supplier [Together Women Project]

**REDACTED**

## **OFFICIAL SUBJECT TO CONTRACT**

### **SCHEDULE 2.1**

#### **CALL-OFF SERVICES DESCRIPTION**

##### **1. INTRODUCTION**

- 1.1 This Schedule sets out the scope of the Services to be provided by the Supplier.
- 1.2 The Services to be provided by the Supplier under this Call-Off Contract shall be:
  - 1.2.1 the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;
  - 1.2.2 the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description) being:-
    - (a) Specification of Requirements
  - 1.2.3 within the Geographical Locations set out in Part C.



## **OFFICIAL SUBJECT TO CONTRACT**

### **PART A – MANDATORY REQUIREMENTS**

1. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

## OFFICIAL SUBJECT TO CONTRACT

### PART B – SERVICE CATEGORIES

1. The Supplier shall provide the Service Categories for this Call-Off Contract as set out in the header of the table(s) below.
2. Such Service Categories shall be provided to the Service Users as identified in the table(s) below.
3. Where specialist Cohort Service Category services are required in respect of the Framework Service Category(ies) selected in the table(s) below the specific Service Users to which this applies shall be identified in the table(s) below.
4. By way of example, for illustrative purposes only, if the relevant Call-Off Contract is:
  - 4.1 in respect of Accommodation Services to be provided to all Service Users with no specialist Cohort Service Category services then:
    - 4.1.1 the header row shall list Accommodation as the Service Category;
    - 4.1.2 in row one (1) all four types of Service User shall be ticked;
  - 4.2 in respect of Education Training and Employment to be provided to all Services Users with specialist Cohort Service Category services to be provided in respect of Adult Female Service Users and Young Adult Female Service Users then:
    - 4.2.1 the header row shall list Education, Training and Employment as the Service Category;
    - 4.2.2 in row one (1) Adult Male Service User and Young Adult Male Service User shall be ticked;
    - 4.2.3 in row two (2) Adult Female Service User and Young Adult Female Service User shall be ticked.

**Table – Service Category(ies), Cohort Service Category(ies) and Service Users in-scope for Call-Off Contract**

Header	Service Category(ies): <b>Emotional Wellbeing</b>				
		Service Users in Scope			
		Adult Male Service User	Young Adult Male Service User	Adult Female Service User	Young Adult Female Service User
Row 1	No specific Cohort Service Category requirements				
Row 2	Women's Specific Cohort Service Category			<b>x</b>	<b>x</b>
Row 3	Young Adults Specific Cohort Service Category				

**OFFICIAL SUBJECT TO CONTRACT**

Row 4	BAME Specific Cohort Service Category				
----------	------------------------------------------	--	--	--	--

## OFFICIAL SUBJECT TO CONTRACT

### 5. **Specification of requirements**

5.1 The following Specification of Requirements shall apply to this Call-Off Contract:



Specification - Rape  
& Sexual Trauma Ser

## **OFFICIAL SUBJECT TO CONTRACT**

### **PART C – GEOGRAPHICAL LOCATIONS**

1. The Supplier shall provide the Services (as selected in Part B above) in the following Geographical Locations.
  - 1.1 HMP & YOI New Hall, New Hall Way, Flockton, Wakefield, WF4 4AX

## **OFFICIAL SUBJECT TO CONTRACT**

### **SCHEDULE 2.2**

#### **CALL-OFF PERFORMANCE LEVELS**

**1. CALL-OFF CONTRACT PERFORMANCE INDICATORS**

- 1.1 The Call-Off Contract Performance Indicators for this Call-Off Contract shall be those set out in Appendix 1 to this Schedule 2.2 (Call-Off Performance Levels).

**2. BEDDING IN PERIOD**

- 2.1 For the purposes of Clause 1.6 of the Framework Agreement the bedding in period shall be 2 months.

**3. OPERATIONAL ASSURANCE**

- 3.1 The Customer shall use the Authority's operational assurance methodology as set out in Appendix 2 to Schedule 2.2 (Performance Levels) of the Framework Agreement.

## OFFICIAL SUBJECT TO CONTRACT

### APPENDIX 1 – CALL-OFF CONTRACT PERFORMANCE INDICATORS

Key Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Target Performance Level	Trigger Level	Retained Percentage
<b>KPI 1 – To provide initial engagement for 100% of women entering HMP New Hall (receptions)</b>	<p>The percentage of women who were provided with initial engagement from the Supplier within 14 days of entering HMP &amp; YOI New Hall.</p> <p>Engagement is defined by the Supplier making contact with individuals and offering the services provided under this Call-off contract.</p>	Reported on and measured quarterly	Green	Amber/Green	As set out in the Call-Off Contract (Schedule 2.2, Section 3)
<b>KPI 2 – To offer VAWG screenings to 100% of women entering HMP New Hall (receptions)</b>	<p>The percentage of women we were offered VAWG screenings by the Supplier within 14 days of entering HMP &amp; YOI New Hall.</p> <p>Offer is defined by the Supplier inviting the women to engage with the services provided under the VAWG screening requirement of this Call-off contract.</p>	Reported on and measured quarterly	Green	Amber/Green	As set out in the Call-Off Contract (Schedule 2.2, Section 3)

**OFFICIAL SUBJECT TO CONTRACT**

<b>Key Performance Indicator</b>	<b>Definition and formula for calculating actual performance</b>	<b>Frequency of Measurement</b>	<b>Target Performance Level</b>	<b>Trigger Level</b>	<b>Retained Percentage</b>
<b>KPI 3 – To provide 360 1-to-1 rape and sexual trauma focussed counselling sessions per quarter</b>	<p>The number of women (where 360 = 100%) who attended 1-to-1 rape and sexual trauma focussed counselling sessions per quarter.</p> <p>Rape and sexual trauma counselling sessions are as defined as per the requirements of the Specification.</p>	Reported on and measured quarterly	Green	Amber/Green	As set out in the Call-Off Contract (Schedule 2.2, Section 3)
<b>KPI 4 – To reduce service waiting lists by 10% each quarter, including by making appropriate internal/external referrals</b>	<p>The number of women on the waiting list for the services reduces by 10% each quarter.</p> <p>The waiting list is reduced by ensuring access to the services and/or making appropriate internal/external referrals.</p>	Reported on and measured quarterly	Green	Amber/Green	As set out in the Call-Off Contract (Schedule 2.2, Section 3)



**OFFICIAL SUBJECT TO CONTRACT**

Key Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Target Performance Level	Trigger Level	Retained Percentage
<b>KPI 5 – Social Value</b>	<p>24 people hours per quarter spent supporting local community integration, such as volunteering and other community-led initiatives, under the contract.</p> <ul style="list-style-type: none"> <li>MAC 8.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities.</li> </ul> <p>Activities that demonstrate and describe the Supplier's existing or planned:</p> <ul style="list-style-type: none"> <li>Measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote strong, integrated communities through its performance of the contract, e.g. through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering</li> </ul>	Reported on and measured quarterly	Green	Amber/Green	Not applicable

**OFFICIAL SUBJECT TO CONTRACT**

**SCHEDULE 2.5**

**CALL-OFF INSURANCE**

1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

**REDACTED**

## OFFICIAL SUBJECT TO CONTRACT

### SCHEDULE 3

#### CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects
<i>N/A</i>	

**OFFICIAL SUBJECT TO CONTRACT**

**SCHEDULE 4.1**

**CALL-OFF SUPPLIER SOLUTION**

**REDACTED**

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	07/07/2023	Annex B – Pricing Schedule	Contract lifetime

**SCHEDULE 4.3**

**CALL-OFF SUB-CONTRACTING**

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
<i>NO SUBCONTRACTORS</i>					

**SCHEDULE 6.1**

**CALL-OFF IMPLEMENTATION**

**1. INTRODUCTION**

1.1 This Schedule is split into two (2) Parts:

1.1.1 Part A - which:

- (a) defines the process for the implementation of the Implementation Plan and any Amended Implementation Plan;
- (b) sets out the Implementation Services to be provided by the Supplier during the Implementation Period; and
- (c) identifies the Milestones (and associated deliverables) including the Key Milestones.

1.1.2 Part B – which sets out:

- (a) the process for testing whether a Milestone has been Achieved and the process for issuing a Milestone Achievement Certificate; and
- (b) the consequences of any failure to meet a Milestone by the Milestone Date.

1.2 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

**PART A**

**IMPLEMENTATION**

**1. IMPLEMENTATION**

- 1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period.
- 1.2 The Implementation Plan is set out in Annex 1.
- 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a monthly report to the Service Management Board detailing progress against each of the Milestones set out in the Implementation Plan (or any Amended Implementation Plan) and shall specifically highlight any potential or likely delay in respect of any of the Key Milestones. This report shall be provided in accordance with Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights).
- 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
- a) incorporates all of the Milestones and Milestone Dates and identifies which Milestones shall be Key Milestones for the purposes of this Call-Off Contract;
  - b) includes (as a minimum) the Supplier's proposed timescales in each of the Milestones;
  - c) clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements;
  - d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
  - e) clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
  - f) is produced using a software tool as specified, or agreed by the Customer.
- 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
- a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
    - i. details of the Supplier's intended approach to the Implementation Plan and/or the Amended Implementation Plan and its development;
    - ii. copies of the draft Implementation Plan and/or the Amended Implementation Plan produced by the Supplier;
    - iii. any other work in progress in relation to the Implementation Plan and/or the Amended Implementation Plan; and
  - b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.



- 1.6 All changes to the Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 36 (Customer Cause)).

2. **COMPLETION OF THE IMPLEMENTATION PLAN**

- 2.1 The Supplier shall ensure the Implementation Plan is completed in full (and all Milestones are met) by the end of the Implementation Period.
- 2.2 The Customer shall monitor the Supplier's performance of the Implementation Plan and issue any Milestone Achievement Certificates in accordance with the provisions of Part B of this Schedule 6.1 (Call-Off Implementation).
- 2.3 The provisions of Paragraph 4 of Part B shall apply in respect of any failure to meet the Milestone Dates.

**PART B**

**MILESTONE ACHIEVEMENT**

**1. ACHIEVEMENT OF MILESTONES**

- 1.3 Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
- 1.4 The Supplier shall not submit any evidence in relation to a Milestone under Paragraph 1.3 unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the relevant Acceptance Criteria.
- 1.5 The Supplier shall submit its evidence for each Milestone on or before the relevant Milestone Date.
- 1.6 The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Milestone meets the Acceptance Criteria. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the Milestone Acceptance Criteria.
- 1.7 Any Disputes between the Customer and the Supplier regarding the Achievement of Milestones shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

**2. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**

- 2.1 The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- a) the review by the Customer of the evidence submitted by the Supplier under Paragraph 1.3 above and determination by the Customer that such evidence demonstrates that the Milestone meets the Acceptance Criteria; and
  - b) performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan associated with that Milestone.
- 2.2 The grant of a Milestone Achievement Certificate may entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing). Otherwise payment of the Charges in consideration of the Supplier's provision of the Implementation Services (included on the grant of a Milestone Achievement Certificate (as may be applicable)) shall be in accordance with the payment mechanism and terms as set out in Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing).
- 2.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Milestone not being Achieved.
- 2.4 The Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the relevant issues in accordance with an agreed Rectification Plan provided that:
- a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within ten (10) Working Days of receipt of the Customer's report pursuant to Paragraph 2.3); and

- b) where the Customer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

**3. RISK**

3.1 The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

- a) operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Customer's requirements for that Milestone; or
- b) affect the Customer's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the Milestone Achievement Certificate relates.

3.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

- a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Customer Requirements;
- b) the Services are implemented in accordance with this Call-Off Contract; and
- c) each Target Performance Level is met in accordance with Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract.

**4. MISSED MILESTONE DATE(S)**

4.1 If any Milestone has not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.

4.2 If a Key Milestone has not been Achieved on or before the relevant Milestone Date the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) shall apply unless the Call-Off Contract provides that no Delay Payments shall be payable under the Call-Off Contract.

4.3 In addition to the payment made in accordance with Paragraph 4.2 above, if a Key Milestone has not been achieved by the Milestone Date, it shall be considered a Notifiable Default and the Rectification Plan Process as set out in Clause 32 of the Framework Agreement shall apply.

4.4 Where any failure to Achieve a Milestone results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:

- a) issue a conditional Milestone Achievement Certificate in accordance with the process set out in Paragraph 2.4 of this Part B of Schedule 6.1 (Call-Off Implementation);
- b) claim a Delay Payment in accordance with the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement;
- c) terminate the Call-Off Contract on the basis of a Supplier Termination Event;
- d) regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply; and/or

- e) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.

5. **DELAYS DUE TO CUSTOMER CAUSE**

If the Supplier has failed to achieve the Milestone Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

OFFICIAL SUBJECT TO CONTRACT

ANNEX 1

IMPLEMENTATION PLAN

**REDACTED**

**SCHEDULE 6.2****CALL-OFF SOFTWARE****1. THE SOFTWARE**

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

**2. SUPPLIER SOFTWARE**

The Supplier Software includes the following items:-

**REDACTED**

**3. THIRD PARTY SOFTWARE**

The Third Party Software shall include the following items:-

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
NONE							

**SCHEDULE 7.1**

**CALL-OFF CHARGES AND INVOICING**

**1. PRICING METHODOLOGY**

1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:

(a) Fixed Price

1.2 The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).

**2. FIXED PRICE**

2.1 The Fixed Price shall be as set out below

2.2 **REDACTED**

**3. PERFORMANCE PAYMENTS**

3.1 The Maximum Retained Percentage for the relevant Call-Off Contract shall be 0%

**4. DELAY PAYMENTS**

4.1 There shall be no Delay Payments payable under this Call-Off Contract.

OFFICIAL SUBJECT TO CONTRACT

**ANNEX 1**  
**FINANCIAL MODEL**

**REDACTED**



**SCHEDULE 7.4**

**CALL-OFF FINANCIAL DISTRESS**

**1. FINANCIAL INDICATORS REPORTING**

- 1.1 The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.

**SCHEDULE 7.5**

**CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS**

**1. TRANSPARENCY REPORTS**

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

**2. PROVISION OF REPORTS**

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

**3. SUPPLIER AUDITS**

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) [shall][shall not] be applicable to this Call-Off Contract.

## ANNEX 1

## TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As per Schedule 2.2	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

## APPENDIX 2

## REPORTS

## Regular reports

Required Report	Content	Format	Frequency
Quarterly Performance report	As described in Section 3 of the Specification.	As described in Section 3 of the Specification.	Quarterly
Charges	Total Charges  Actual Supplier Profit/Surplus	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As notified by the Customer from time to time	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annually
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annually
Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)
Audited and unaudited Finance statements (the "Management Accounts")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annually
Implementation Plan	As described in Schedule 6.1 (Implementation Plan) and Section 3.6 of the Specification	As notified by the Customer	Received regularly during Implementation Period

**OFFICIAL SUBJECT TO CONTRACT**

Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	As notified by the Customer
-------------------	-------------------------------------------	-----------------------------	-----------------------------

**Responsive reports**

<b>Required Report</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	On request

**SCHEDULE 8.1****CALL-OFF GOVERNANCE****1. REPRESENTATION AND STRUCTURE OF BOARDS**

- 1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

**a) Service Management Board**

Customer Members of Service Management Board	Senior Business Owner [Chairperson]
Supplier Members of Service Management Board	<b>REDACTED</b>
Start Date for Service Management Board meetings	1 <sup>st</sup> November 2023
Location of Service Management Board meetings	HMP & YOI New Hall / Microsoft Teams

**b) Contract Strategy Board**

Customer members of Contract Strategy Board	Senior Business Owner [Chairperson] Commercial Manager
Supplier members of Contract Strategy Board	<b>REDACTED</b>
Start date for Contract Strategy Board meetings	1 <sup>st</sup> November 2023
Location of Contract Strategy Board meetings	HMP & YOI New Hall / Microsoft Teams

**c) Change Management Board**

Customer Members of Change Management Board	Senior Business Owner [Chairperson] Commercial Manager
Supplier Members of Change Management Board	<b>REDACTED</b>
Start Date for Change Management Board meetings	1 <sup>st</sup> November 2023
Location of Change Management Board meetings	HMP & YOI New Hall / Microsoft Teams

- 1.2 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract:

OFFICIAL SUBJECT TO CONTRACT

Customer attendees for annual review meeting	Commercial Manager [Chairperson] Senior Business Owner
Supplier attendees for annual review meeting	<b>REDACTED</b>

**SCHEDULE 9.1C (FOR USE IN RESPECT OF NEW HALL RAPE AND SEXUAL TRAUMA SERVICES)**

**STAFF TRANSFER**

**This Schedule relates to the MoJ re-procurement of Female Trauma services at HMP & YOI New Hall only.**

**2. DEFINITIONS**

In this Schedule, the following definitions shall apply:-

<b>"Former Authority Supplier"</b>	means a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services)
<b>"Former Authority Supplier Sub-contractor"</b>	means a sub-contractor (or any sub-contractor of any such sub-contractor or any other sub-contractor within the Former Authority Supplier's supply chain) of a Former Authority Supplier supplying services or discharging grant obligations to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services)
<b>"Former Supplier"</b>	means either Former Authority Supplier or Former Authority Supplier Sub-contractor or both as the context requires
<b>"New Fair Deal"</b>	means the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date
<b>"Notified Sub-contractor"</b>	means a Sub-contractor identified in Schedule 9.1 (Call-Off Staff Transfer) to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date
<b>"Relevant Transfer Date"</b>	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place or the Call-Off Commencement Date where the incumbent Former Supplier becomes the Supplier or a Sub-contractor of the Supplier under the Call-Off Contract
<b>"Relevant Transfer"</b>	means a transfer of employment to which the Employment Regulations apply
<b>"Replacement Sub-contractor"</b>	means a Sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor)
<b>"Service Transfer Date"</b>	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires



**OFFICIAL SUBJECT TO CONTRACT**

**"Service Transfer"**

means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor

**"Staffing Information"**

means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format if required:-

- (a) their date of birth, job title, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, workers, agency workers or otherwise;
- (c) the % of time they spend engaged in the provision of the Service (or part thereof) transferring;
- (d) the identity of the employer or relevant contracting Party;
- (e) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (f) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (g) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (h) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (i) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (j) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees) and
- (k) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations

## OFFICIAL SUBJECT TO CONTRACT

<b>"Supplier's Final Supplier Personnel List"</b>	means a list provided by the Supplier of all Supplier Personnel who will transfer via a Relevant Transfer on the Service Transfer Date
<b>"Supplier's Provisional Supplier Personnel List"</b>	means a list prepared and updated by the Supplier of all Supplier Personnel 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 or any Sub-contractor of the Supplier (or any Sub-contractor of any such Sub-contractor)
<b>"Transferring Former Supplier Employees"</b>	means in relation to a Former Supplier, those employees of the Former Supplier identified by the Customer as Transferring Former Supplier Employees who transfer via a Relevant Transfer on the Relevant Transfer Date
<b>"Transferring Supplier Employees"</b>	means those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date

### 3. INTERPRETATION

Where a provision in this Schedule and Annexes imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

OFFICIAL SUBJECT TO CONTRACT

**PART A**

**[NOT USED]**

**PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF  
SERVICES**

**4. RELEVANT TRANSFERS**

4.1 The Customer and the Supplier agree that:

- 4.1.1 the commencement of the provision of the Services or of any relevant part of the Services may give rise to a Relevant Transfer in relation to the Transferring Former Supplier Employees;
- 4.1.2 should a Relevant Transfer occur, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee;
- 4.1.3 the Supplier shall not and shall procure that any Notified Sub-contractor shall not, at any time during the Call-Off Term of the Call-Off Contract sub-contract the provision of the Services, whether in whole or in part, without complying with the provisions of Clause 17 of the Framework Agreement.

**5. FORMER SUPPLIER INDEMNITIES**

The Customer is unable to procure that the Former Supplier shall indemnify the Supplier against any Employee Liabilities in relation to any of their employees.

**6. SUPPLIER INDEMNITIES AND OBLIGATIONS**

The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and/or as required by law and shall perform and discharge, and shall procure that each Sub-contractor 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 which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date).

**7. INFORMATION**

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out such consultation as the Customer deems necessary and the Supplier shall, and shall procure that each Sub-contractor shall take such steps to ensure a smooth and timely transfer from the Former Supplier.

**8. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

8.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- 8.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

8.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999";

8.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

8.1.4 the New Fair Deal.

8.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5 shall be agreed in accordance with the Change Control Procedure.

9. **PENSIONS**

The Supplier shall, and shall procure that each Sub-contractor shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

OFFICIAL SUBJECT TO CONTRACT

**PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES**  
**NOT USED**

**OFFICIAL SUBJECT TO CONTRACT**

**PART D: PENSIONS**

**NOT USED**

**PART E: EMPLOYMENT EXIT PROVISIONS**

**10. PRE-SERVICE TRANSFER OBLIGATIONS**

**10.1 The Supplier agrees that:**

10.1.1 within twenty (20) Working Days of receipt of a written request of the Customer at any time; and/or

10.1.2 within twenty (20) Working Days of the earliest of:

- (a) receipt of a notification from the Customer of a Service Transfer or intended Service Transfer; or
- (b) receipt of the giving of notice of early termination or any Partial Termination of the Call-Off Contract; or
- (c) the date which is twelve (12) months before the end of the Call-Off Term or, if the Call-Off Term is less than 12 months the date which is six (6) months before the end of the Call-Off Term,

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List, and it shall provide an updated Supplier's Provisional Supplier Personnel List and/or updated Staffing Information at such intervals as are reasonably requested by the Customer.

10.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-contractor:

10.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and

10.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

10.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 2 and 10.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

10.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 2 and 10.2 shall be true and accurate in all material respects at the time of providing the information.

10.5 From the date of the earliest event referred to in Paragraph 1.1(b) the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

10.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel 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 they replace;

10.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);



**OFFICIAL SUBJECT TO CONTRACT**

- 10.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 10.5.4 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 Personnel List;
- 10.5.5 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); or
- 10.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 10.6 During the Call-Off Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:
  - 10.6.1 the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents, agency workers) engaged in providing the Services;
  - 10.6.2 the percentage of time spent by each individual engaged in providing the Services; and
  - 10.6.3 a description of the nature of the work undertaken by each individual by location.
- 10.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-contractor to support a future procurement process, timely and full provision of Staffing Information and consultation between employers and 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 five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
  - 10.7.1 the most recent month's copy pay slip data;
  - 10.7.2 details of cumulative pay for tax and pension purposes;
  - 10.7.3 details of cumulative tax paid;
  - 10.7.4 tax code;
  - 10.7.5 details of any voluntary deductions from pay;
  - 10.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
  - 10.7.7 a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

10.7.8 bank/building society account details for payroll purposes.

**11. EMPLOYMENT EXIT PROVISIONS**

- 11.1 The Customer and the Supplier acknowledge that the Employment Regulations may apply on termination or part termination of the Call-Off Contract for whatever reason and this Paragraph 2 shall be read accordingly. The identity of the provider of the Services (or any part of the Services) may therefore change (whether as a result of termination or Partial Termination of the Call-Off Contract or otherwise) resulting in the Services or part thereof being undertaken by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Customer 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/or any Sub-contractor and the Transferring Supplier Employees will have effect on and from the Service Transfer Date as if originally made between the Customer, a Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 11.2 The Supplier shall, and shall procure that each Sub-contractor 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 Sub-contractor 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 and all such sums due in relation to any Fair Deal Employee(s) 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 apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Customer, a Replacement Supplier and/or Replacement Sub-contractor.
- 11.3 Subject to Paragraph 11.4, the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- 11.3.1 any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee 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;
- 11.3.2 the breach or non-observance by the Supplier or any Sub-contractor 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 Sub-contractor is contractually bound to honour;
- 11.3.3 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 Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 11.3.4 any failure by the Supplier or any Sub-contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Supplier Employees or workers (current or past) including, but not limited to any failure to maintain

**OFFICIAL SUBJECT TO CONTRACT**

adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Customer, a Replacement Supplier and/or Replacement Sub-contractor on request;

11.3.5 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 Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or any Sub-contractor to the Customer and/or Replacement Supplier and/or any Replacement Sub-contractor, 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;

11.3.6 a failure of the Supplier or any Sub-contractor 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;

11.3.7 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of the Call-Off Contract and/or the Employment Regulations; and

11.3.8 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 Sub-contractor 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 Customer and/or Replacement Supplier and/or any Replacement Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

11.4 The indemnities in Paragraph 11.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer, a Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

11.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Customer, a Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date; or

11.4.2 arising from the Customer's failure, a Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

11.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that their contract of employment has been transferred from the Supplier or any Sub-contractor

**OFFICIAL SUBJECT TO CONTRACT**

to the Customer, a Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

11.5.1 the Customer shall, or shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

11.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Customer, a Replacement Supplier and/or any and/or Replacement Sub-contractor 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.

11.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Customer shall, or shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from their employment or alleged employment.

11.7 If after the fifteen (15) Working Day period specified in Paragraph 11.5.2 has elapsed:

11.7.1 no such offer of employment has been made;

11.7.2 such offer has been made but not accepted; or

11.7.3 the situation has not otherwise been resolved,

the Customer may, or shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

11.8 Subject to the Customer, a Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 11.5 to 11.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Customer, a Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 11.7 provided that the Customer takes, a Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

11.9 The indemnity in Paragraph 11.8:

11.9.1 shall not apply to:

(a) any claim for:

(i) 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

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Customer, a Replacement Supplier and/or Replacement Sub-contractor; or

(b) any claim that the termination of employment was unfair because the Customer, a Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

**OFFICIAL SUBJECT TO CONTRACT**

- 11.9.2 shall apply only where the notification referred to in Paragraph 11.5.1 is made by the Customer, a Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six (6) months of the Service Transfer Date.
- 11.10 If any such person as is described in Paragraph 11.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Customer, a Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 11.5 to 11.7, such person shall be treated as a Transferring Supplier Employee.
- 11.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel 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 apportionments in respect of any periodic payments shall be made between:
- 11.11.1 the Supplier and/or any Sub-contractor; and
- 11.11.2 the Customer and/or the Replacement Supplier and/or the Replacement Sub-contractor.
- 11.12 The Supplier shall, and shall procure that each Sub-contractor shall, support a smooth and timely transfer and promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations and/or such consultation as the Customer deems necessary. The Customer shall, or shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 11.13 The Supplier shall, and shall procure that each Sub-contractor shall, provide all reasonable assistance and documentation required by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor required by them in connection with any query, claim, dispute or proceedings arising after a Service Transfer Date but relating to a Transferring Supplier Employee.
- 11.14 Subject to Paragraph 11.15, the Customer shall, or shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 11.14.1 any act or omission of the Customer, a Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee arising on or after the Service Transfer Date;
- 11.14.2 the breach or non-observance by the Customer and/or a Replacement Supplier and/or Replacement Sub-contractor 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 Personnel List; and/or
- (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Customer and/or Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;

**OFFICIAL SUBJECT TO CONTRACT**

- 11.14.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 11.14.4 any proposal by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Customer and/or Replacement Supplier or Replacement Sub-contractor (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 Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 11.14.5 any statement communicated to or action undertaken by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 11.14.6 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 Personnel 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 Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Sub-contractor, to the Customer, Replacement Supplier or Replacement Sub-contractor 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;
- 11.14.7 a failure of the Customer and/or Replacement Supplier and/or Replacement Sub-contractor 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 Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 11.14.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel 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 Customer and/or Replacement Supplier and/or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 11.15 The indemnities in Paragraph 11.14 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 Sub-contractor (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 Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

**SCHEDULE 9.2**

**CALL-OFF KEY PERSONNEL**

1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

**REDACTED**

**SCHEDULE 10**

**CALL-OFF PROCESSING OF PERSONAL DATA**

**PART 1**

1. **SCHEDULE OF DATA SHARING PARTICULARS**

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	<b>REDACTED</b>
Permitted Purpose	Delivery of Service as set out in Contract.



**PART 2**

**1. SCHEDULE OF DATA PROCESSING PARTICULARS**

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	<b>REDACTED</b>

**OFFICIAL SUBJECT TO CONTRACT**

**FULL CONTRACT SCHEDULES**



Contract Schedules.zip