# Contract

relating to the provision of Visual and Tactile Communication Services

(1) The Lord Chancellor
(2) Clarion Interpreting Limited

Dated 2026

Lot 3

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**This Contract** is made on 2026

**Between:**

(1) **The Lord Chancellor** of 102 Petty France London SW11 9AJ (the **Authority**); and

(2) **Clarion Interpreting Limited** a company registered in England and Wales under company number 04401314 whose registered office is at The Brainworks, Royds Close, Leeds LS12 6LL (the **Supplier**),

(each a **Party** and together the **Parties**).

**Introduction:**

(A) The Authority facilitates the provision of visual and tactile communication services in the context of Court, probation and justice settings and wishes to procure the provision of visual and tactile communication services.

(B) On 3 October 2024 the Authority advertised on Find a Tender (reference 2024/S 000-031661), inviting prospective suppliers to submit proposals for the visual and tactile communication services.

(C) On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier as its preferred supplier.

(D) Following negotiations, the Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

(E) Without prejudice to clause 5.1, the Authority intends to place bookings for Services with the Supplier as its sole supplier of visual and tactile communication services but may place bookings at any time with other suppliers, including where a booking is required at short notice or where the Supplier is unable to fulfil a booking, or any other supplier of services.

**It is agreed as follows:**

## Section A: Preliminaries

### 1 Definitions and interpretation

1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 Interpretation is as set out in Schedule 1 (Definitions).

1.3 If there is any conflict between the clauses and the Schedules and/or any Appendices to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

1.3.1 the clauses and Schedule 1 (Definitions);

1.3.2 Schedules 2 (Services Description) and 3 (Performance Levels) and their Appendices;

1.3.3 any other Schedules and their Appendices (other than Schedule 8 (Supplier Solution) and its Appendices); and

1.3.4 Schedule 8 (Supplier Solution) and its Appendices (if any) unless any part of the Supplier Solution offers a better commercial position for the Authority (as decided by the Authority, in its absolute discretion), in which case that part of the Supplier Solution will take precedence over the documents above.

1.4 The Schedules and their Appendices form part of this Contract.

1.5 In entering into this Contract, the Authority is acting as part of the Crown.

## 2 Due Diligence

2.1 The Supplier acknowledges that:

2.1.1 the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;

2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;

2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to:

(a) the Authority Requirements;

(b) the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;

(c) the operating processes and procedures and the working methods of the Authority;

(d) the ownership, functionality, capacity, condition and suitability for use in the Services of the Authority Assets; and

(e) the existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Services; and

(f) it has advised the Authority in writing of:

(i) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;

(ii) the actions needed to remedy each such unsuitable aspect; and

(iii) 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, including Schedule 2 (Services Description) and/or Authority Responsibilities as applicable.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of:

2.2.1 any unsuitable aspects of the Operating Environment;

2.2.2 any misinterpretation of the Authority Requirements; and/or

2.2.3 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

## 3 Warranties

3.1 The Authority represents and warrants that:

3.1.1 it has full capacity and authority to enter into and to perform this Contract;

3.1.2 this Contract is entered into by its duly authorised representative;

3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract; and

3.1.4 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

3.2 The Supplier represents and warrants that:

3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

3.2.2 it has full capacity and authority to enter into and to perform this Contract;

3.2.3 this Contract is entered into by its duly authorised representative;

3.2.4 it has all necessary consents and regulatory approvals to enter into this Contract;

3.2.5 it has notified the Authority in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;

3.2.6 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;

3.2.7 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);

3.2.8 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the selection questionnaire and ITT (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the Effective Date;

3.2.9 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;

3.2.10 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Authority;

3.2.11 the Contract Inception Report is a true and accurate reflection of the Costs forecast by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model;

3.2.12 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;

3.2.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

3.2.14 within the previous 12 months, no Financial Distress Events have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.

3.3 The representations and warranties set out in clause 3.2 shall be deemed to be repeated by the Supplier on the Effective Date (if later than the date of signature of this Contract) by reference to the facts then existing.

3.4 Each of the representations and warranties set out in clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.

3.5 If at any time a Party becomes aware that a representation or warranty given by it under clause 3.1 or 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.6 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Supplier.

3.7 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

3.8 The Supplier indemnifies the Authority against wilful misconduct of the Supplier, Sub-contractor, Interpreters and Supplier Personnel that impacts the Contract.

**Section B: The Services**

## 4 Term

4.1 This Contract shall:

4.1.1 come into force on the Effective Date, save for clauses 1 (Definitions and Interpretation), 3 (Warranties), 4 (Term), 19 (Confidentiality), 20 (Transparency and Freedom of Information), 22 (Publicity and Branding), 23 (Limitations on Liability), 34 (Waiver and Cumulative Remedies), 35 (Relationship of the Parties), 37 (Severance), 39 (Entire Agreement), 40 (Third Party Rights), 41 (Notices), 42 (Disputes) and 43 (Governing Law and Jurisdiction), which shall be binding and enforceable as between the Parties from the date of signature; and

4.1.2 unless terminated at an earlier date by operation of Law or in accordance with clause 30 (Termination Rights), terminate:

(a) at the end of the Initial Term; or

(b) if the Authority elects to extend the Initial Term by giving the Supplier at least 90 Working Days' notice before the end of the Initial Term, at the end of the Extension Period.

**Condition Precedent**

4.2 Save for clauses 1 (Definitions and Interpretation), 3 (Warranties), 4 (Term), 19 (Confidentiality), 20 (Transparency and Freedom of Information), 22 (Publicity and Branding), 23 (Limitations on Liability), 34 (Waiver and Cumulative Remedies), 35 (Relationship of the Parties), 37 (Severance), 39 (Entire Agreement), 40 (Third Party Rights), 41 (Notices), 42 (Disputes) and 43 (Governing Law and Jurisdiction), this Contract is conditional upon the valid execution and delivery to the Authority of the Collaboration Agreement (the **Condition Precedent**). The Authority may in its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Supplier notice in writing.

4.3 The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within 20 Working Days after the date of this Contract then, unless the Condition Precedent is waived by the Authority in accordance with clause 4.2:

4.3.1 this Contract shall automatically cease and shall not come into effect; and

4.3.2 neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.

4.4 The Supplier shall consult with the Authority in relation to the steps it takes to satisfy the condition set out in clause 4.2 and shall keep the Authority fully informed of its progress in satisfying the condition and of any circumstances which are likely to result in the condition not being satisfied by the date set out in clause 4.3.

## 5 Services

5.1 The Supplier acknowledges and accepts that this Contract is on a non-exclusive basis and the Authority makes no representations or commitments in respect of any volume in respect of the Services.

**Standard of Services**

5.2 The Supplier shall provide:

5.2.1 the Implementation Services from (and including) the Implementation Services Commencement Date; and

5.2.2 the Operational Services in each case from (and including) the relevant Operational Service Commencement Date.

5.3 The Supplier shall ensure that:

5.3.1 the Services:

(a) comply in all respects with Schedule 2 (Services Description); and

(b) are supplied in accordance with the Supplier Solution and the provisions of this Contract.

5.4 The Supplier shall:

5.4.1 perform its obligations under this Contract, including in relation to the supply of the Services and any Goods in accordance with:

(a) all applicable Law;

(b) Good Industry Practice;

(c) the Standards;

(d) the Security Requirements;

(e) the Quality Plans;

(f) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of clauses 5.4.1(a) to 5.4.1(e); and

5.4.2 indemnify the Authority and Commissioning Bodies against any costs resulting from any breach by the Supplier of any applicable Law relating to the Contract;

5.4.3 deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money; and

5.4.4 indemnify the Authority and Commissioning Bodies against any costs or claims brought by a third party arising out of the delivery of the Services by the Supplier and/or an Interpreter.

5.5 In the event that the Supplier becomes aware of any inconsistency between the requirements of clauses 5.4.1(a) to 5.4.1(f), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

**Supplier covenants**

5.6 The Supplier shall:

5.6.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;

5.6.2 save to the extent that obtaining and maintaining the same are Authority Responsibilities and subject to clause 13 (Change), obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require, and which are necessary for the provision of the Services;

5.6.3 ensure that:

(a) it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority and Commissioning Bodies which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Authority and Commissioning Bodies;

(b) the release of any new Software or upgrade to any Software complies with any interface requirements notified by the Authority to the Supplier from time to time and (except in relation to new Software or upgrades which are released to address Malicious Software or to comply with the requirements of Schedule 5 (Security Requirements)) shall notify the Authority three months before the release of any new Software or Upgrade;

(c) all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

(d) any products or services recommended or otherwise specified by the Supplier for use by the Authority and relevant Commissioning Body in conjunction with the

Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the Authority Requirements; and

(e) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Authority);

5.6.4 minimise any disruption to the Services, the IT Environment and/or the Authority's and Commissioning Bodies operations when carrying out its obligations under this Contract;

5.6.5 ensure that any Documentation and training provided by the Supplier to the Authority and Commissioning Bodies are comprehensive, accurate and prepared in accordance with Good Industry Practice;

5.6.6 without prejudice to any obligations on the Supplier in the Collaboration Agreement, co-operate with any Other Supplier by providing:

(a) reasonable information (including any Documentation);

(b) advice; and

(c) reasonable assistance,

in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Authority and/or to any Replacement Supplier in accordance with the collaborative working principles set out in the Collaboration Agreement;

5.6.7 provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services;

5.6.8 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract;

5.6.9 notify the Authority in writing as soon as reasonably possible and in any event within one month of any change of Control taking place;

5.6.10 notify the Authority in writing within ten (10) Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Contract;

5.6.11 ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission in relation to this Contract which is reasonably likely to diminish the trust that the public places in the Authority;

5.6.12 ensure it meets all obligations as contained in the Collaboration Agreement including without limitation under the Responsibilities Matrix; and

5.6.13 manage closure or termination of Services and end of life of Goods to take account of the Authority's disposal requirements, including recycling and scope for re-use, and all applicable Standards.

5.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors, Interpreters and Supplier Personnel also do, or refrain from doing, such act or thing.

5.8 Without prejudice to clauses 17.1, 17.2 and 17.3 (IPRs Indemnity) and any other rights and remedies of the Authority howsoever arising, the Supplier shall:

5.8.1 remedy any breach of its obligations in clauses 5.6.2 to 5.6.4 inclusive within three Working Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);

5.8.2 remedy any breach of its obligations in clause 5.6.1 and clauses 5.6.5 to 5.6.8 to inclusive within 20 Working Days of becoming aware of the breach or being notified of the breach by the Authority; and

5.8.3 meet all the costs of, and incidental to, the performance of such remedial work,

and any failure of the Supplier to comply with its obligations under clause 5.8.1 or clause 5.8.2 within the specified or agreed timeframe shall constitute a Notifiable Default.

**Specially Written Software warranty**

5.9 Without prejudice to clauses 5.6 (Supplier Covenants) and 5.8 (Services) and any other rights and remedies of the Authority howsoever arising, the Supplier warrants to the Authority that all components of the Specially Written Software shall:

5.9.1 be free from material design and programming errors;

5.9.2 perform in all material respects in accordance with the relevant specifications contained in the Supplier Solution and Documentation; and

5.9.3 not infringe any Intellectual Property Rights.

**Provision of Services**

5.10 During the Term the Supplier shall provide the Services to each Commissioning Body provided that it shall not commence the provision of the Services to a Commissioning Body listed in Part 2 of Schedule 33 (Commissioning Bodies) without the Approval of the Authority.

5.11 The Visual and Tactile Communication Service Types set out at Appendix B of Schedule 2 (Services Description) may be updated by the Authority from time to time upon giving the Supplier not less than 30 days' notice. After such notice, the Authority may make a Booking in respect of the service type (the **New Service Type**). In the event that the Supplier cannot Fulfil the requested Booking due to the New Service Type requirements, paragraph 1.4.4 of Schedule 15 (Charges and Invoicing) shall apply.

5.12 The Qualifications set out in Schedule 2 (Services Description) may be updated by the Authority from time to time upon giving the Supplier not less than 30 days' notice. After such notice, the Authority may make a Booking for an Interpreter with the Qualifications (the **New Qualification**). In the event that the Supplier cannot Fulfil the requested Booking due to the New Qualification requirements, clauses 5.23 and 5.24 and paragraph 1.4.4 of Schedule 15 (Charges and Invoicing) shall apply.

5.13 The Parties agree that, save in respect of instruction which is given by the Authority (which may give instruction in respect of any part of this Contract), the Supplier may take day to day instruction from a Commissioning Body in respect of the Services which that Commissioning Body has commissioned, provided that:

5.13.1 it shall immediately cease to follow the instructions of any or all Commissioning Bodies on notice from the Authority;

5.13.2 if a Commissioning Body or their respective personnel provides instruction to the Supplier that, if actioned, would cause:

(a) a conflict between the instructions given by the Authority or another Commissioning Body;

(b) the Supplier to breach the terms of the Contract; and/or

(c) would result in additional costs being incurred by the Supplier and/or Authority,

the Supplier shall not act on such instruction and shall immediately notify the Authority in writing who shall confirm, in its discretion, how the Supplier is to proceed; and

5.13.3 it shall not take any instruction from any Commissioning Bodies (other than the Authority) in relation to the following matters and for the avoidance of doubt, the Authority shall be entitled to conduct any such matters without reference to the Commissioning Bodies (and Commissioning Bodies shall not be entitled to conduct such matters):

(a) termination of this Contract or any part;

(b) the consequences of Default;

(c) the application of Service Credits; and

(d) any variation to this Contract,

together with any other matters the Authority may notify the Supplier from time to time.

**Booking Service and Telephone Booking Service**

5.14 The Supplier will maintain and make available to the Authority and the Commissioning Bodies:

5.14.1 the Booking Service; and

5.14.2 the Telephone Booking Service,

in accordance with the relevant Key Performance Indicator and Schedule 2 (Services Description), during the Term and any Termination Assistance Period, for no additional charge.

5.15 The Authority or relevant Commissioning Body may make a Booking using either the Booking Service or the Telephone Booking Service.

5.16 Where a Booking is placed via the Telephone Booking Service the Supplier will acknowledge, Fulfil and update the Booking Service with details of those Bookings in line with clauses 5.18 and 5.19.

**Booking Process**

5.17 At any time from the Operational Service Commencement Date, a Commissioning Body may order the Services by submitting a Booking via the Booking Service or the Telephone Booking Service, specifying the type of the Services required, and (subject to clause 5.23) the required Booking Duration and Authority Location in which the Booked Services must be provided.

5.18 Upon receiving a Booking for the Services, the Supplier shall:

5.18.1 acknowledge receipt and acceptance of the Booking immediately by automated email response;

5.18.2 confirm to the relevant Commissioning Body, the name and details of the Interpreter assigned to deliver the Booked Services as soon as such Interpreter has been assigned;

5.18.3 procure that the Interpreter completes a conflict check in accordance with the Authority Code of Conduct and Ethics. For the avoidance of doubt, should an Interpreter not obtain a clear conflict check, the Supplier shall confirm to the Authority and either:

(a) a new Interpreter shall be assigned to deliver the Booked Services and this clause 5.18.3 shall be complied with by the new Interpreter; or

(b) with the prior approval of the Commissioning Body, the Interpreter shall be permitted to deliver the Booked Services; and

5.18.4 procure that the Interpreter provides the Booked Services at the relevant Authority Location during the relevant Booking Duration.

5.19 The details of all Bookings must be kept up to date by the Supplier in real time on the Booking Service.

5.20 A Commissioning Body may at any time prior to the provision of the Booked Services amend or cancel a Booking via the Booking Service, via telephone or by giving written notice to the Supplier.

5.21 If the Commissioning Body amends or cancels a Booking at or before 09:00am 14 calendar days immediately prior to the Booking Date, then this will be marked as an Advanced Notice Cancellation (as defined in Schedule 15 (Charges and Invoicing)) and the Commissioning Body will have no liability to the Supplier.

5.22 If the Commissioning Body amends or cancels a Booking after 09:00am 14 calendar days immediately prior to the Booking Date, then this will be marked as a Short Notice Cancellation (as defined in Schedule 15 (Charges and Invoicing)) and the relevant provisions in Schedule 3 (Performance Levels) and Schedule 15 (Charges and Invoicing) shall apply.

5.23 In the event that the Supplier is unable to Fulfil a Booking, the Supplier shall (unless directed otherwise by the relevant Commissioning Body):

5.23.1 notify the relevant Commissioning Body via the mode of communication used to place the Booking, that the Booking cannot be Fulfilled within the relevant timescales. Should this notification be within one Working Day or less prior to the Booking Date, the Supplier shall also notify the Commissioning Body by telephone;

5.23.2 in the first instance, use all reasonable endeavours to find an alternative Interpreter that can provide the Booked Services within the relevant Booking Duration;

5.23.3 discuss such alternative Interpreter with the relevant Commissioning Body, and where the Commissioning Body Approves such alternative Interpreter, procure the alternative Interpreter provides the Booked Services during the relevant Booking Duration; and

5.23.4 if the Supplier is unable to find an alternative Interpreter in accordance with clauses 5.23.2 and 5.23.3 that can provide the Booked Services within the relevant Booking Duration, the Supplier shall discuss an alternative Booking Requirement with the relevant Commissioning Body, and where the Commissioning Body Approves such alternative Booking Requirement, procure an Interpreter to provide the amended Booked Services during the relevant Booking Duration.

5.24 For the avoidance of doubt, where a Commissioning Body directs that the Supplier should not source an alternative Interpreters in line with clause 5.23 above, the Booking will still be noted as Unfulfilled rather than a Cancellation.

**Bespoke Services**

5.25 Without prejudice to clauses 5.14 to 5.24, a Commissioning Body may order a bespoke service by submitting a bespoke Booking via the Booking Service.

5.26 Upon receiving a bespoke Booking for the bespoke services, the Supplier shall:

5.26.1 acknowledge receipt and acceptance of the Booking within one (1) Working Day;

5.26.2 confirm to the relevant Commissioning Body, the name and details of the Interpreter assigned to deliver the bespoke services as soon as such Interpreter has been assigned; and

5.26.3 procure that the Interpreter provides the bespoke services at the relevant Authority Location during the relevant Booking Duration.

5.27 The bespoke services shall be charged in line with Schedule 15 (Charges and Invoicing) at a rate agreed between the Parties.

5.28 A Commissioning Body may at any time prior to the provision of the bespoke services amend or cancel a bespoke Booking, via telephone or by giving written notice to the Supplier.

5.29 The Parties agree that clauses 5.21 to 5.24 shall apply in respect of Cancellation of bespoke services.

**Authority Locations**

5.30 The Parties shall comply with their responsibilities set out in Schedule 34 (Locations).

**Continuing obligation to provide the Services**

5.31 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:

5.31.1 any withholding of the Service Charges by the Authority pursuant to clause 7.2.4(b) (Performance Failures);

5.31.2 the existence of an unresolved Dispute; and/or

5.31.3 any failure by the Authority to pay any Charges.

**Optional Services/Pilot Services**

5.32 The Authority may require the Supplier to provide any or all of the Optional Services or Pilot Services at any time by giving notice to the Supplier in writing. The Supplier acknowledges that the Authority is not obliged to take or procure any Optional Services or Pilot Services from the Supplier and that nothing shall prevent the Authority from receiving services that are the same as or similar to the Optional Services or Pilot Services from any third party.

5.33 If a Change Request is submitted, the Supplier shall, as part of the Impact Assessment provided by the Supplier in relation to such Change Request, provide details of the impact (if any) that the proposed Change will have on the relevant Optional Services or Pilot Services.

5.34 Following receipt of the Authority's notice pursuant to clause 5.32:

5.34.1 the Parties shall document the inclusion of the relevant Optional Services or Pilot Services within the Services in accordance with the Change Control Procedure, modified to reflect the fact that the terms and conditions on which the Supplier

shall provide the relevant Optional Services or Pilot Services have already been agreed;

5.34.2 the Supplier shall implement and Test the relevant Optional Services or Pilot Services in accordance with an agreed Optional Services Implementation Plan or Pilot Services Implementation Plan;

5.34.3 any additional charges for the Optional Services or Pilot Services shall be incorporated in the Charges as specified in paragraph 3 of Part 2 of Schedule 15 (Charges and Invoicing);

5.34.4 the Supplier shall, from the date agreed in the Optional Services Implementation Plan or Pilot Services Implementation Plan (or, if later, the date of Achievement of any Milestones associated with the commencement of the relevant Optional Services or Pilot Services (if any)), provide the relevant Optional Services or Pilot Services to meet or exceed the applicable Target Performance Level in respect of all Performance Indicators applicable to the Optional Services as set out in Appendix A of Schedule 3 (Performance Levels); and

5.34.5 the Parties agree that any Pilot Services shall be governed by the data protection and intellectual property rights provisions set out in this Agreement, unless otherwise agreed.

**Authority Locations**

5.35 The Parties shall comply with their responsibilities set out in Schedule 34 (Locations).

**Authority Responsibilities**

5.36 The Authority shall comply with its responsibilities set out in Schedule 7 (Authority Responsibilities).

## 6 Implementation

**Quality Plans**

6.1 The Supplier shall develop in accordance with the Implementation Plan, quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it (**Quality Plans**).

6.2 The Supplier shall obtain the Authority Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Authority's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Contract.

6.3 Following the Approval by the Authority of the Quality Plans:

6.3.1 the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and

6.3.2 any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

**Implementation Plan and Delays**

6.4 The Parties shall comply with the provisions of Schedule 13 (Implementation Plan) in relation to the agreement and maintenance of the Detailed Implementation Plan.

6.5 The Supplier shall:

6.5.1 comply with the Implementation Plan; and

6.5.2 comply with any of its obligations in the Implementation Responsibilities Matrix (as the same is defined in the Collaboration Agreement); and

6.5.3 ensure that each Milestone is Achieved on or before its Milestone Date.

6.6 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay:

6.6.1 it shall:

(a) notify the Authority in accordance with clause 25.1 (Rectification Plan Process); and

(b) comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and

(c) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay including but not limited to working collaboratively with any other Language Provider in accordance with the terms of the Collaboration Agreement and clause 5.6.6 of this Contract; and

(d) if the Delay or anticipated Delay relates to the ATP Milestone, the provisions of clause 26 (Delay to ATP) shall apply.

6.7 If and to the extent that the Supplier is prevented from Achieving a Milestone by the relevant Milestone Date as a direct result of any failure of another Language Provider to meet their respective obligations in the Implementation Responsibilities Matrix (as the same is defined in the Collaboration Agreement), subject to the Supplier's compliance with clause 6.6 above:

6.7.1 the parties shall work in good faith to agree a reasonable adjustment to the Implementation Plan and the Milestone Date;

6.7.2 if the Milestone prevents or delays the ATP Milestone Date, the Supplier shall have no liability under clause 26 to the extent that the Supplier can demonstrate that such failure was directly caused by the failure of another Language Provider to meet their respective obligations in the Implementation Responsibilities Matrix (as the same is defined in the Collaboration Agreement).

**Training and Helpdesk**

6.8 The Supplier shall provide Training and the Helpdesk Services to the Supplier at no additional cost.

**Testing and Achievement of Milestones**

6.9 The Parties shall comply with any testing and acceptance criteria set out in the Implementation Plan in relation to the procedures to determine whether a Milestone or Test has been Achieved.

6.10 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as reasonably practicable following:

6.10.1 the completion to the Authority's reasonable satisfaction of any Test in accordance with any testing and acceptance criteria set out in the Implementation Plan;

6.10.2 performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).

6.11 If a Milestone is not achieved the Authority shall notify the Supplier of any reasons why the Milestone has not been achieved and the Supplier shall at its own cost promptly rectify such issues and re-submit any Milestone deliverables for approval by the Authority.

## 7 Performance Indicators

7.1 The Supplier shall:

7.1.1 provide the Operational Services in such a manner so as to meet or exceed the Target Performance Level for each Performance Indicator from the Operational Service Commencement Date; and

7.1.2 comply with the provisions of Schedule 3 (Performance Levels) in relation to the monitoring and reporting on its performance against the Performance Indicators.

**Performance Failures**

7.2 If in any Service Period:

7.2.1 a KPI Failure occurs, Service Credits shall be deducted from the Service Charges in accordance with paragraph 1 of Part 2 of Schedule 15 (Charges and Invoicing);

7.2.2 a Notifiable KPI Failure or Material KPI Failure occurs, the Supplier shall comply with the Rectification Plan Process (in addition to Service Credits accruing in accordance with clause 7.2.1);

7.2.3 an SPI Failure occurs, the Supplier shall notify the Authority of the action (if any) it will take to rectify the SPI Failure and/or to prevent the SPI Failure from recurring; and/or

7.2.4 a Material SPI Failure or a Notifiable SPI Failure occurs:

(a) the Supplier shall comply with the Rectification Plan Process; and

(b) the Authority may withhold a proportionate amount of the Service Charges in accordance with the process set out in clauses 10.13 and 10.14 (Set Off and Withholding) until the relevant Material SPI Failure or Notifiable SPI Failure is rectified to the reasonable satisfaction of the Authority, at which point the Authority shall pay the amount withheld.

7.3 Service Credits shall be the Authority's exclusive financial remedy for a KPI Failure except where:

7.3.1 the Supplier has over the previous 12-month period accrued Service Credits in excess of the Service Credit Cap;

7.3.2 the KPI Failure:

(a) breaches the relevant KPI Service Threshold;

(b) has arisen due to the wilful default by the Supplier or any Supplier Personnel; or

(c) results in:

(i) the corruption or loss of any Government Data (in which case the remedies under clause 18.8 (Government Data and Security Requirements) shall also be available); and/or

(ii) the Authority or a Commissioning Body being required to make a compensation payment to one or more third parties;

7.3.3 the Supplier has fraudulently misreported its performance against any Performance Indicator; and/or

7.3.4 the Authority is otherwise entitled to or does terminate the relevant Services or this Contract pursuant to clause 30.1.2 (Termination by the Authority).

**Unacceptable KPI Failure**

7.4 If in any Service Period an Unacceptable KPI Failure occurs:

7.4.1 the Authority shall (subject to the Service Credit Cap set out in clause 23.4.2 (Financial and other limits)) be entitled to withhold and retain as compensation for the Unacceptable KPI Failure a sum equal to any Service Charges which would otherwise have been due to the Supplier in respect of that Service Period (such sum being **Compensation for Unacceptable KPI Failure**); and

7.4.2 if the Authority withholds and retains such Compensation for Unacceptable KPI Failure, any Service Points and Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue,

provided that the operation of this clause 7.4 shall be without prejudice to any right which the Authority may have to terminate this Contract and/or to claim damages from the Supplier as a result of such Unacceptable KPI Failure.

7.5 The Supplier:

7.5.1 agrees that the application of clause 7.4 is commercially justifiable where an Unacceptable KPI Failure occurs; and

7.5.2 acknowledges that it has taken legal advice on the application of clause 7.4 and has had the opportunity to price for that risk when calculating the Service Charges.

**Critical Performance Failure**

7.6 If a Critical Performance Failure occurs, the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to clause 30.1 or 30.2 (Termination by the Authority).

**Changes to Performance Indicators and Service Credits**

7.7 Not more than once in each Contract Year the Authority may, on giving the Supplier at least three months' notice:

7.7.1 change the weighting that applies in respect of one or more specific Key Performance Indicators; and/or

7.7.2 convert one or more:

(a) Key Performance Indicators into a Subsidiary Performance Indicator; and/or

(b) Subsidiary Performance Indicators into a Key Performance Indicator (in which event the Authority shall also set out in the notice details of what will constitute a Minor KPI Failure and a Serious KPI Failure for the new Key Performance Indicator).

7.8 The Supplier shall not be entitled to object to any changes made by the Authority under clause 7.7, or increase the Service Charges as a result of such changes provided that:

7.8.1 the total number of Key Performance Indicators does not exceed 20;

7.8.2 the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards; and

7.8.3 there is no change to the Service Credit Cap.

## 8 Services Improvement

8.1 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with this clause 8. As part of this obligation the Supplier shall identify and report to the Supplier Management Board once every 12 months on:

8.1.1 the emergence of new and evolving relevant technologies (including artificial intelligence) which could improve the Booking Service, the IT Environment and/or the Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt;

8.1.2 new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;

8.1.3 new or potential improvements to the interfaces or integration of the Services with other services provided by Other Suppliers (and complying with the Collaborative Behaviours set out in the Collaboration Agreement in respect of any Language Provider), third parties or the Authority which might result in efficiency or productivity gains or reduction of operational risk;

8.1.4 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority;

8.1.5 changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services;

8.1.6 any investment made by the Supplier in connection with any service improvement initiatives in the previous year and planned investment in connection with service improvement initiatives for the upcoming year; and/or

8.1.7 any investment made or other steps taken by the Supplier with the purpose of delivering the Services in a more sustainable manner.

8.2 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Authority requests.

8.3 If the Authority wishes to incorporate any improvement identified by the Supplier the Authority shall send the Supplier a Change Request in accordance with the Change Control Procedure.

## 9 Equipment and Maintenance

### Supplier Equipment

9.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Authority Locations, including its off-loading, removal of all packaging and all other associated costs. Likewise on the conclusion of any Booking (unless otherwise agreed with the relevant Commissioning Body) the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Authority Locations, including the cost of packing and carriage, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.

9.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Authority shall be liable for loss of or damage to any of the Supplier's property located on Authority Locations which is due to the negligent act or omission of the Authority.

9.3 Subject to any express provision of the Service Continuity Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract, including the Target Performance Levels.

**Maintenance**

9.4 The Supplier shall maintain the IT Environment at times and dates agreed with the Authority for downtime in accordance with Schedule 3 (Performance Levels).

**Supply of Goods**

9.5 Where, as part of the Services, the Supplier is to sell goods or equipment (**Goods**) to the Authority:

9.5.1 the relevant Goods and their prices shall be as agreed between the Parties from time to time;

9.5.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;

9.5.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for 12 months after delivery;

9.5.4 if following inspection or testing the Authority considers that the Goods do not conform with the relevant specification, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance;

9.5.5 without prejudice to any other rights or remedies of the Authority:

(a) risk in the Goods shall pass to the Authority at the time of delivery; and

(b) ownership of the Goods shall pass to the Authority at the time of payment.

**Section C: Payment, Taxation and Value for Money Provisions**

## 10 Financial and taxation matters

**Charges and invoicing**

10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Authority shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 15 (Charges and Invoicing).

10.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under clauses 6.4 to 6.7 (Implementation Plan) and Schedule 13 (Implementation Plan), 6.9 (Testing and Achievement of Milestones), 12 (Records, Reports, Audits and Open Book Data), 20 (Transparency and Freedom of Information), 21 (Protection of Personal Data) and, to the extent specified therein, clause 27 (Remedial Adviser).

10.3 If the Authority fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate set out at paragraph 3.2 of Part 3 of Schedule 15 (Charges and Invoicing).

10.4 For the avoidance of doubt, the Charges represent all of the charges that can be levied by the Supplier in respect of the provision of the Services in accordance with this Contract, and the Supplier shall, at no additional cost to the Authority, be responsible for providing any services, functions and responsibilities that are both necessary for an incidental to the proper

performance by the Supplier of the Services, unless there is an express right for the Supplier to vary or levy additional charges.

**VAT**

10.5 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

10.6 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this clause 10.6 shall be paid in cleared funds by the Supplier to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.

**Tax – Supplier Personnel**

10.7 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 Authority cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.

10.8 Where the Supplier or any Supplier Personnel are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

10.8.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and

10.8.2 indemnify the Authority 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 Term in connection with the provision of the Services by the Supplier or any of the Supplier Personnel.

10.9 At any time during the Term, the Authority may specify information that the Supplier must provide with regard to the Supplier, the Supplier Personnel, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:

10.9.1 demonstrates that the Supplier, Supplier Personnel, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 10.8.1, or why those requirements do not apply; and

10.9.2 assists with the Authority's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 10.8.1.

10.10 The Authority may supply any information they receive from the Supplier under Clause 10.9 to HMRC for revenue collection and management and for audit purposes.

10.11 The Supplier must inform the Authority as soon as reasonably practicable if there any Workers or Supplier Personnel providing services to the Authority who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.

10.12 If any of the Supplier Personnel are Workers who receive payment relating to the Services, then the Supplier must ensure that its contract with the Worker contains the following requirements:

10.12.1 the Authority may, at any time during the Term of the Contract, request that the Worker provides information which demonstrates they comply with Clause 10.8.1,

or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;

10.12.2 the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority;

10.12.3 the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with Clause 10.8.1 or confirms that the Worker is not complying with those requirements; and

10.12.4 the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

**Set-off and Withholding**

10.13 The Authority may set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Authority.

10.14 If the Authority wishes to:

10.14.1 set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority and Commissioning Bodies) against any amount due to the Supplier pursuant to clause 10.13; or

10.14.2 exercise its right pursuant to clause 7.2.4(b) (Performance Failures) to withhold payment of a proportion of the Service Charges,

it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.

**Financial Distress**

10.15 The Parties shall comply with the provisions of Schedule 18 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and other specified entities and the consequences of a change to that financial standing.

**Promoting Tax Compliance**

10.16 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

10.16.1 notify the Authority in writing of such fact within five Working Days of its occurrence; and

10.16.2 promptly provide to the Authority:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

**Section D: Contract Governance**

## 11 Governance

11.1 The Parties shall comply with the provisions of Schedule 21 (Governance) in relation to the management and governance of this Contract.

**Representatives**

11.2 Each Party shall have a representative for the duration of this Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.

11.3 The initial Supplier Representative shall be the person named as such in Schedule 29 (Key Personnel). Any change to the Supplier Representative shall be agreed in accordance with clause 14 (Supplier Personnel and Interpreters).

11.4 The Authority shall notify the Supplier of the identity of the initial Authority Representative within five (5) Working Days of the Effective Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

## 12 Records, Reports, Audits and Open Book Data

12.1 The Supplier shall comply with the provisions of:

12.1.1 Schedule 24 (Reports and Records Provisions) in relation to the maintenance and retention of Records; and

12.1.2 Part 1 of Schedule 19 (Financial Reports and Audit Rights) in relation to the maintenance of Open Book Data.

12.2 The Parties shall comply with the provisions of:

12.2.1 Part 2 of Schedule 19 (Financial Reports and Audit Rights) in relation to the provision of the Financial Reports; and

12.2.2 Part 3 of Schedule 19 (Financial Reports and Audit Rights) in relation to the exercise of the Audit Rights by the Authority or any Audit Agents.

## 13 Change

**Change Control Procedure**

13.1 Any requirement for a Change shall be subject to Schedule 22 (Change Control Procedure).

**Change in Law**

13.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:

13.2.1 a General Change in Law; or

13.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date; or

13.2.3 (save in respect of the application of TUPE, to which the Schedule 28 (Staff Transfer) shall apply) any determination of the Suppliers, Supplier Personnels, Sub-contractors or Interpreters status under any Law, including without limitation, any determination of the Supplier's status as an Employment Business for the purposes of The Employment Agencies Act 1973 and The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

13.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause 13.2.2), the Supplier shall:

13.3.1 notify the Authority as soon as reasonably practicable of the likely effects of that change, including:

(a) whether any Change is required to the Services, the Charges or this Contract; and

(b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Target Performance Levels; and

13.3.2 provide the Authority with evidence:

(a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;

(b) as to how the Specific Change in Law has affected the cost of providing the Services; and

(c) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of clause 8 (Services Improvement), has been taken into account in amending the Charges.

13.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause 13.2.2) shall be implemented in accordance with the Change Control Procedure.

**Section E: Supplier Personnel, Interpreters and Supply Chain**

## 14 Supplier Personnel and Interpreters

14.1 The Supplier shall:

14.1.1 provide in advance of any admission to Authority Locations, a list of the names of all Supplier Personnel and Interpreters requiring admission, specifying the capacity in which they require admission and giving such other particulars as the relevant Commissioning Body may reasonably require;

14.1.2 ensure that all Supplier Personnel and Interpreters:

(a) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

(b) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2 (Services Description) and Schedule 34 (Locations); and

(c) comply with all reasonable requirements of the Authority concerning conduct at the Authority Locations, including the security requirements as set out in Schedule 34 (Locations);

14.1.3 subject to Schedule 28 (Staff Transfer), retain overall control of the Supplier Personnel and the Interpreters at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;

14.1.4 be liable at all times for all acts or omissions of Supplier Personnel and Interpreters, so that any act or omission of a member of any Supplier Personnel or Interpreters which results in a Default under this Contract shall be a Default by the Supplier;

14.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel or Interpreters;

14.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel or Interpreter (in accordance with clause 5.23 – 5.24) as soon as practicable if any Supplier Personnel or Interpreter have been removed or are unavailable for any reason whatsoever;

14.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel and/or Interpreter; and

14.1.8 procure that the Supplier Personnel and/or Interpreters shall vacate the Authority Locations immediately upon the conclusion of a Booking (unless otherwise agreed with the relevant Commissioning Body).

14.2 If the Authority reasonably believes that any of the Supplier Personnel and/or Interpreters are unsuitable to undertake work in respect of this Contract and/or have been removed from the Register, it may:

14.2.1 refuse admission to the relevant person(s) to the Authority Locations; and/or

14.2.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

**Interpreters**

14.3 The Supplier may appoint Interpreters without the prior Approval of the Authority provided that it manages all such Interpreter appointments in accordance with Good Industry Practice and:

14.3.1 only engages with such Interpreters on terms which shall:

(a) ensure that the Interpreters keep confidential all Confidential Information of the Commissioning Bodies;

(b) ensure that the Interpreters comply with the security and access requirements of all Authority Locations in accordance with Schedule 34 (Locations);

(c) ensure that the Supplier IPRs and Third Party IPRs and the Deliverables can be licensed and assigned (as appropriate) in the manner contemplated in Section F of this Agreement;

(d) confirm that the Interpreter will not sub-contract the obligations they have to the Supplier in respect of this Contract;

(e) confirm the Interpreter is required to:

(i) perform the Services with all reasonable skill and care in a timely professional and ethical manner, together with any other standards of services which may be set out in this Contract, and which are applicable to such grade of Interpreter as per Schedule 2 (Services Description);

(ii) comply with the Authority Code of Conduct and Ethics together with all other policies and procedures which may be in force at any Authority Location or other Sites which the Interpreter attends; and

(iii) record all instances where the Interpreter performs translation and interpretation services on behalf of the Supplier under this Contract;

(f) prohibit the Interpreter placing itself in a conflict of interest, as further detailed in clause 32.6 of this Contract and the Authority Code of Conduct and Ethics

14.3.2 ensure each Interpreter is qualified to a standard no less that set out in Schedule 2 (Services Description);

14.3.3 ensure each Interpreter is obliged to undergo the Onboarding Process in order to be placed onto the Register;

14.3.4 ensure that each Interpreter meets the Booking Requirements in respect of any Booking accepted by any Interpreter; and

14.3.5 require the Supplier to pay any undisputed sums which are due from it to an Interpreter within a specified period not exceeding thirty (30) days from verifying that the invoice is valid and undisputed.

14.4 The Supplier shall ensure:

14.4.1 except in the case of Pre-Registered Interpreters, that each Interpreter does not commence the provision of the Services on behalf of the Supplier until such Interpreter has successfully completed the Onboarding Process;

14.4.2 that within two (2) Working Days of commencement of engagement of each Interpreter (and, at all other times, promptly, and in any event within two (2) Working Days of request) provide to the Quality and Assurance Supplier (or, if there is no Quality and Assurance Supplier, to the Authority and/or such Other Supplier the Authority may direct) the Interpreter Data and such other information that Quality and Assurance Supplier may require in respect of the Interpreters to enable it to perform services on behalf of the Authority (including those services set out in Schedule 2 (Services Description));

14.4.3 that it promptly, and in any event within two (2) Working Days, notifies the Quality and Assurance Supplier (or, if there is no Quality and Assurance Supplier, to the Authority and/or such Other Supplier as the Authority may direct) with details of any changes to the Interpreter Data and other information which has been provided under clause 14.4.2;

14.4.4 that it notifies the Quality and Assurance Supplier if any Interpreter from the Register who no longer complies with the Onboarding Process (as may be notified by the Quality and Assurance Supplier) or of any other circumstances that affect the Interpreter's ability or suitability to deliver the Services; and

14.4.5 without limitation to clause 14.4.2, promptly, and in any event within two (2) Working Days of request, provide up to date information on the Interpreters (including Interpreter Data) to any Commissioning Body.

14.5 If requested by the Authority, the Supplier shall promptly, and in any event within two (2) Working Days, provide to the Authority a copy of the contract entered into between the Supplier and an Interpreter (which may be shared with any other Commissioning Body, Quality and Assurance Supplier and/or the Audit Agents).

14.6 The Authority shall use its reasonable endeavours to ensure that the Quality and Assurance Supplier does not (except as expressly permitted in this clause 14.6) disclose to any Other Supplier the Supplier's Confidential Information which the Supplier is required to provide in accordance with clause 14.4.2 and clause 14.4.3 provided always that the Supplier acknowledges and agrees that the Quality and Assurance Supplier shall be entitled to disclose the Supplier's Confidential Information to the Authority and any other Commissioning Body in accordance with the terms of the contract between the Quality and Assurance Supplier and the Authority.

14.7 In the event of policy change or a Change in Law, or where the Authority so stipulates, the Authority may at its sole discretion allow and/or request that the Supplier to allocate Interpreters from outside of the UK to deliver the Services. Such change will be considered as part of the Change Control Procedure.

**Key Personnel**

14.8 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 29 (Key Personnel) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Operational Service Commencement.

14.9 The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.

14.10 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:

14.10.1 requested to do so by the Authority;

14.10.2 the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave;

14.10.3 the person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by the employee; or

14.10.4 the Supplier obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

14.11 The Supplier shall:

14.11.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

14.11.2 ensure that any Key Role is not vacant for any longer than ten Working Days;

14.11.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;

14.11.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and

14.11.5 ensure that any replacement for a Key Role:

(a) has a level of qualifications and experience appropriate to the relevant Key Role; and

(b) is fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced.

14.12 The provisions of these Clauses 14.8 to 14.11 (Key Personnel) are in addition to and not in substitution for the employment exit provisions of Schedule 28 (Staff Transfer).

**Employment Indemnity**

14.13 The Parties agree that:

14.13.1 the Supplier shall both during and after the Term indemnify the Authority against all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Supplier, Interpreter or any Supplier Personnel; and

14.13.2 the Authority shall both during and after the Term indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Authority or any of the Authority's employees, agents, consultants and contractors.

**Income Tax and National Insurance Contributions**

14.14 Where the Supplier or any Interpreter or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:

14.14.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

14.14.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Interpreter or any Supplier Personnel.

**Staff Transfer**

14.15 The Parties agree that:

14.15.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 28 (Staff Transfer) shall apply as follows:

(a) Authority Employees are not expected to transfer and therefore Part A (Transferring Authority Employees) of Schedule 28 (Staff Transfer) shall not apply;

(b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 28 (Staff Transfer) shall apply;

(c) Part C of Schedule 28 (Staff Transfer) shall not apply; and

14.15.2 Part E of Schedule 28 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

## 15 Supply Chain Rights and Protections

**Advertising Sub-contract Opportunities**

15.1 The Supplier shall:

15.1.1 subject to clauses 15.3 and 15.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the Goods and/or Services above a minimum threshold of £25,000 that arise during the Term;

15.1.2 within ninety (90) days of awarding a Sub-contract to a Sub-contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;

15.1.3 monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;

15.1.4 provide reports on the information at clause 15.1.3 to the Authority in the format and frequency as reasonably specified by the Authority; and

15.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

15.2 Each advert referred to in clause 15.1 above 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.

15.3 The obligation at clause 15.1 shall only apply in respect of Sub-contract opportunities arising after the Effective Date.

15.4 Notwithstanding clause 15.1 the Authority may, by giving its prior written approval, agree that a Sub-contract opportunity is not required to be advertised on Contracts Finder.

**Appointment of Sub-contractors**

15.5 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:

15.5.1 manage any Sub-contractors in accordance with Good Industry Practice;

15.5.2 comply with its obligations under this Contract in the delivery of the Services; and

15.5.3 assign, novate or otherwise transfer to the Authority or any Replacement Supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Contract.

15.6 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Authority in writing of:

15.6.1 the proposed Sub-contractor's name, registered office and company registration number;

15.6.2 the scope of any Services to be provided by the proposed Sub-contractor; and

15.6.3 where the proposed Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arm's-length" terms.

15.7 If requested by the Authority within ten Working Days of receipt of the Supplier's notice issued pursuant to clause 15.6, the Supplier shall also provide:

15.7.1 a copy of the proposed Sub-contract; and

15.7.2 any further information reasonably requested by the Authority.

15.8 The Authority may, within ten Working Days of receipt of the Supplier's notice issued pursuant to clause 15.6 (or, if later, receipt of any further information requested pursuant to clause 15.7), object to the appointment of the relevant Sub-contractor if it considers that:

15.8.1 the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;

15.8.2 the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;

15.8.3 the proposed Sub-contractor employs unfit persons; and/or

15.8.4 the proposed Sub-contractor should be excluded in accordance with clause 15.22 (Termination of sub-contracts);

in which case, the Supplier shall not proceed with the proposed appointment.

15.9 If:

15.9.1 the Authority has not notified the Supplier that it objects to the proposed Sub contractor's appointment by the later of ten Working Days of receipt of:

(a) the Supplier's notice issued pursuant to clause 15.6; and

(b) any further information requested by the Authority pursuant to clause 15.7; and

15.9.2 the proposed Sub-contract is not a Key Sub-contract (which shall require the written consent of the Authority in accordance with clause 15.10 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment and, where the Sub-contract is entered into exclusively for the purpose of delivery of the Services, may notify the Authority that the relevant Sub-contract shall constitute a Third Party Contract for the purposes of Schedule 11 (Third Party Contracts).

**Appointment of Key Sub-contractors**

15.10 Where the Supplier wishes to enter into a Key Sub-contract or replace a Key Sub-contractor, it must obtain the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed. For these purposes, the Authority may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:

15.10.1 the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;

15.10.2 the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

15.10.3 the proposed Key Sub-contractor employs unfit persons; and/or

15.10.4 the proposed Key Sub-contractor should be excluded in accordance with clause 15.22 (Termination of sub-contracts).

15.11 The Authority consents to the appointment of the Key Sub-contractors listed in Schedule 10 (Notified Key Sub-contractors).

15.12 Except where the Authority has given its prior written consent, the Supplier shall ensure that each Key Sub-contract shall include:

15.12.1 provisions which will enable the Supplier to discharge its obligations under this Contract;

15.12.2 a right under CRTPA for the Authority to enforce any provisions under the Key Sub-contract which are capable of conferring a benefit upon the Authority;

15.12.3 a provision enabling the Authority to enforce the Key Sub-contract as if it were the Supplier;

15.12.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-contract to the Authority or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Authority;

15.12.5 obligations no less onerous on the Key Sub-contractor than those imposed on the Supplier under this Contract in respect of:

(a) data protection requirements set out in clauses 18 (Government Data and Security Requirements) and 21 (Protection of Personal Data);

(b) FOIA requirements set out in clause 20 (Transparency and Freedom of Information);

(c) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in clause 5.6.11 (Services);

(d) the keeping of records in respect of the services being provided under the Key Sub-contract, including the maintenance of Open Book Data; and

(e) the conduct of Audits set out in Part 3 of Schedule 19 (Financial Reports and Audit Rights);

15.12.6 provisions enabling the Supplier to terminate the Key Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under clauses 30.1.1 (Termination by the Authority) and 31.4 (Payments by the Authority) of this Contract;

15.12.7 a provision restricting the ability of the Key Sub-contractor to sub-contract all or any part of the services provided to the Supplier under the Key Sub-contract without first seeking the written consent of the Authority;

15.12.8 a provision enabling the Supplier or the Authority to appoint a Remedial Adviser on substantially the same terms as are set out in clause 27 (Remedial Adviser);

15.12.9 a provision enabling the Supplier, the Authority or any other person on behalf of the Authority to step-in;

15.12.10 a provision requiring the Key Sub-contractor to participate in, and if required by the Authority in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-contractors in, the Multi-Party Dispute Resolution Procedure; and

15.12.11 a provision requiring the Key Sub-contractor to:

(a) promptly notify the Supplier and the Authority in writing of any of the following of which it is, or ought to be, aware:

(i) the occurrence of a Financial Distress Event in relation to the Key Sub-contractor; or

(ii) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-contractor,

and in any event, provide such notification within ten Working Days of the date on which the Key Sub-contractor first becomes aware of such); and

(b) co-operate with the Supplier and the Authority in order to give full effect to the provisions of Schedule 18 (Financial Distress), including meeting with the Supplier and the Authority to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at paragraph 3.3.2(b) of Schedule 18 (Financial Distress).

15.13 The Supplier shall not terminate or materially amend the terms of any Key Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

**Supply Chain Protection**

15.14 For Sub-contracts in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

15.14.1 where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or

15.14.2 where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

(a) give the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour Law;

(b) require the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Sub-contractor without undue delay if it considers the invoice invalid or its disputes the invoice;

(c) if the Supplier or other party fails to consider and verify an invoice in accordance with clause 15.14.2(b), the invoice shall be regarded as valid and undisputed for the purpose of clause 15.14.2(d) after a reasonable time has passed;

(d) require the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor:

(i) before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or

(ii) if later, by the date on which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Supplier or other party as valid and undisputed;

(e) give the Authority a right to publish the Supplier's and Sub-contractor's compliance with their obligation to pay undisputed invoices within the specified payment period; and

(f) require the Sub-contractor to include a clause to the same effect as this clause 15.14.1 to 15.14.2(e) in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract, such that each Sub-contractor is obliged to include those payment terms in any of its own Sub-contracts in the supply chain for the delivery of this Contract, In these Sub-contracts' clauses, references to the "Supplier" and "Sub-contractor" in clause 15.14 are to be replaced with reference to the respective Sub-contractors who are parties to the relevant contract.

15.15 The Supplier shall:

15.15.1 pay any undisputed sums which are due from it to an Interpreter and/or Sub-contractor:

(a) before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or

(b) if later, by the date on which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Supplier as valid and undisputed; and

15.15.2 include within the Management Information produced by it pursuant to Schedule 24 (Reports and Records) a summary of its compliance with clause 15.15.1, such data to be certified each Quarter by a director of the Supplier as being accurate and not misleading.

15.16 Without prejudice to clause 15.15.1, the Supplier shall:

15.16.1 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:

(a) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or

(b) the date that falls 60 days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment);

15.16.2 pay all 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) which an average of 55 days or less after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and

15.16.3 include within the Management Information produced by it pursuant to Schedule 24 (Reports and Records) a summary of its compliance with clause 15.16.1, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.

15.17 If any Management Information 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, or the Supplier's average payment days is greater than 55 days after the day on which the Supplier received an invoice (or otherwise had notice of an amount of payment), the Supplier shall upload to the Virtual Library within 15 Working Days of submission of the latest Management Information an action plan (the **Action Plan**) for improvement. The Action Plan shall include, but not be limited to, the following:

15.17.1 (where relevant) 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;

15.17.2 (where relevant) identification of the primary causes of failure to pay all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within an average of 55 days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment);

15.17.3 actions to address each of the causes set out in Clause 15.17.1 and/or Clause 15.17.2; and

15.17.4 mechanism for and commitment to regular reporting on progress to the Supplier's Board.

15.18 The Action Plan shall be certificated by a director of the Supplier and the Action Plan, or a summary of the Action Plan published on the Supplier's website within ten (10) Working Days of the date on which the Action Plan is uploaded to the Virtual Library.

15.19 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.

15.20 The Supplier shall comply with the Action Plan, or any similar action plan connected to the payment of Sub-contractors 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).

15.21 Notwithstanding any provision of clauses 19 (Confidentiality) and 22 (Publicity and Branding), if the Supplier notifies the Authority, or the Authority otherwise discovers, that the Supplier has failed to:

15.21.1 pay a Sub-contractor's undisputed invoice within thirty (30) days of the date of receipt or if later, by the date on which the payment falls due in accordance with the invoice;

15.21.2 that it has failed to pay 95% or above of its Sub-Contractors or Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment; and/or,

15.21.3 pay all 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) within an average of 55 days or less after the days on which the Supplier received an invoice (or otherwise, had notice of an amount for payment),

the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

**Termination of Sub-contracts**

15.22 The Authority may require the Supplier to terminate:

15.22.1 a Sub-contract where:

(a) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to clause 30.1.2 (Termination by the Authority);

(b) the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;

(c) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law; and/or

(d) the Authority has found grounds for exclusion of the Sub-contractor in accordance with clause 15.26; and

15.22.2 a Key Sub-contract where there is a change of Control of the relevant Key Sub-contractor, unless:

(a) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or

(b) the Authority has not served its notice of objection within six months of the later of the date the change of Control took place or the date on which the Authority was given notice of the change of Control.

**Competitive terms**

15.23 If the Authority is able to obtain from any Sub-contractor or any other third party (on a like-for-like basis) more favourable commercial terms with respect to the supply of any goods, software or services used by the Supplier, Interpreter or the Supplier Personnel in the supply of the Services, then the Authority may require the Supplier to replace its existing commercial

terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant item.

15.24 If the Authority exercises its option pursuant to clause 15.23, then the Charges shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.

**Retention of Legal Obligations**

15.25 Notwithstanding the Supplier's right to sub-contract pursuant to this clause 15, the Supplier shall remain responsible for all acts and omissions of its Interpreters, Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by Supplier Personnel and/or an Interpreter and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that the Supplier Personnel, Interpreter and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

**Exclusion of Sub-contractors**

15.26 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:

15.26.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor;

15.26.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not to appoint the Sub-contractor and the Supplier shall comply with such a requirement.

**Reporting SME/VCSE Sub-contracts**

15.27 In addition to any other Management Information requirements set out in this Contract, the Supplier agrees that it shall, at no charge, provide timely, full, accurate and complete Supply Chain Transparency Reports to the Authority thirty (30) days prior to the of the end of each financial year by providing all of the information described in the Supply Chain Transparency Information Template in the format set out in the Schedule 24 (Reports and Records Provisions) Appendix D and in accordance with any guidance issued by the Authority from time to time.

15.28 The Authority may update the Supply Chain Transparency Information Template from time to time (including the data required and/or format) by issuing a replacement version with at least thirty (30) days' notice and specifying the date from which it must be used.

**Section F: Intellectual Property, Data and Confidentiality**

**16 Intellectual Property Rights**

16.1 Except as expressly provided for in this Contract or otherwise agreed in writing:

16.1.1 the Authority does not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

(a) the Supplier Software;

(b) the Third Party Software;

(c) the Third Party IPRs;

(d) the Supplier Background IPRs; and

(e) any Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR ; and

16.1.2 the Supplier does not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:

(a) the Authority Software;

(b) the Government Data; and

(c) the Authority Background IPRs.

16.2 The Supplier hereby grants the Authority and any Commissioning Body a perpetual, non-exclusive, royalty-free, sub-licensable licence to the Supplier Software, Third-Party Software, Third Party IPRs, and Supplier Background IPRs.

16.3 The Supplier hereby assigns, and shall procure that any Interpreter shall, assign to the Authority any IPR in any Deliverables or reports created by the Supplier or an Interpreter in delivering the Services.

16.4 The Authority hereby grants the Supplier a non-exclusive, royalty-free, non-transferable licence to the Authority Software, Government Data and Authority Background IPRs, for the Term or to the end of any Termination Assistance Period.

16.5 When the licences granted under clauses 16.2 and 16.4 terminate, the Parties must:

16.5.1 immediately cease all use of the licensed IPR;

16.5.2 return or destroy documents and other tangible materials that contain any of the licensed IPR; and

16.5.3 ensure, so far as reasonably practicable, that any licensed IPR held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device.

## 17 IPRs Indemnity

17.1 The Supplier shall at all times, during and after the Term, on written demand indemnify the Authority and each other Indemnified Person, and keep the Authority and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.

17.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:

17.2.1 procure for the Authority or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or

17.2.2 replace or modify the relevant item with non-infringing substitutes provided that:

(a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

(b) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;

(c) there is no additional cost to the Authority or relevant Indemnified Person (as the case may be); and

(d) the terms and conditions of this Contract shall apply to the replaced or modified Services.

17.3 If the Supplier elects to procure a licence in accordance with clause 17.2.1 or to modify or replace an item pursuant to clause 17.2.2, but this has not avoided or resolved the IPRs Claim, then:

17.3.1 the Authority may terminate this Contract (if subsisting in accordance with clause 30.1) with immediate effect by written notice to the Supplier; and

17.3.2 without prejudice to the indemnity set out in clause 17.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

## 18 Government Data and Security Requirements

18.1 The Supplier shall comply with the requirements of Schedule 5 (Security Requirements).

18.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Government Data.

18.3 The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure system that complies with the Security Requirements, Schedule 5 (Security Requirements).

18.4 The Supplier shall not store, copy, disclose, or use the Government Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority, other than Government Data which is Personal Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Contract.

18.5 To the extent that Government Data is held and/or Processed by the Supplier, the Supplier shall supply that Government Data to the Authority as requested by the Authority in the format specified in Schedule 2 (Services Description).

18.6 The Supplier shall preserve the confidentiality, integrity or availability of Government Data and prevent the corruption or loss of Government Data at all times that the relevant Government Data is under its control or the control of any Sub-contractor.

18.7 Subject to Schedule 5 (Security Management), the Supplier shall ensure that copies of Government Data are stored off-site in accordance with the Service Continuity Plan. The Supplier shall ensure that such copies are available to the Authority (or to such other person as the Authority may direct) at all times within 10 Working Days of a written request via a secure encrypted method.

18.8 if the Government Data is any of: (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable, the Authority may:

18.8.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Government Data to the extent and in accordance with the requirements specified in Schedule 26 (Service Continuity Plan) and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Authority's notice; and/or

18.8.2 itself restore or procure the restoration of Government Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule 26 (Service Continuity Plan).

18.9 If at any time the Supplier suspects or has reason to believe that Government Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.

## 19 Confidentiality

19.1 For the purposes of this clause 19, the term **Disclosing Party** shall mean a Party (including any Commissioning Body) which discloses or makes available directly or indirectly its Confidential Information and **Recipient** shall mean the Party (including an Interpreter) which receives or obtains directly or indirectly Confidential Information.

19.2 To the extent that a Commissioning Body discloses Confidential Information to the Supplier, the Supplier shall comply with this clause 19 as if the Confidential Information of the Commissioning Body was that of the Authority.

19.3 Except to the extent set out in this clause 19 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:

19.3.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

19.3.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;

19.3.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and

19.3.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

19.4 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

19.4.1 the Recipient is required to disclose the Confidential Information by Law, provided that clause 20 (Transparency and Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;

19.4.2 the need for such disclosure arises out of or in connection with:

(a) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Contract;

(b) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Contract; or

(c) the conduct of a Crown Body review in respect of this Contract; or

19.4.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

19.5 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

19.6 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:

19.6.1 Supplier Personnel and Interpreters who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Contract;

19.6.2 its auditors; and

19.6.3 its professional advisers for the purposes of obtaining advice in relation to this Contract.

Where the Supplier discloses Confidential Information of the Authority pursuant to this clause 19.6, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

19.7 The Authority may disclose the Confidential Information of the Supplier:

19.7.1 on a confidential basis to any Crown Body for any proper purpose of the Authority or of the relevant Crown Body (which for the avoidance of doubt shall include any Commissioning Body);

19.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

19.7.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

19.7.4 on a confidential basis to a professional adviser, consultant, supplier (which for the avoidance of doubt shall include the Quality and Assurance Supplier) or other person engaged by any of the entities described in clause 19.7.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

19.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its rights to appoint a Remedial Adviser pursuant to clause 27 (Remedial Adviser) and Exit Management rights; or

19.7.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 19.

19.8 Nothing in this clause 19 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

## 20 Transparency and Freedom of Information

20.1 The Parties acknowledge that:

20.1.1 the Transparency Reports;

20.1.2 the content of this Contract, including any changes to this 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 Authority; and

(b) Commercially Sensitive Information; and

20.1.3 the Publishable Performance Information

(together the **Transparency Information**) are not Confidential Information.

20.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information redacted which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority shall, prior to publication, use reasonable endeavours to consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

20.3 At no additional cost, the Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with paragraph 1 of Schedule 24 (Reports and Records Provisions).

20.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

20.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Supplier.

20.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to clause 19.7.3) and Open Book Data) publish such Information. The Supplier shall provide to the Authority within five (5) Working Days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority, at no additional cost.

20.7 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

20.7.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

20.7.2 transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

20.7.3 provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

20.7.4 not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.

20.8 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

20.9 Without prejudice to the generality of clauses 19 and 20 the Supplier acknowledges and agrees that the Authority may be required to disclose information (including Commercially Sensitive Information) to regulators, including without limitation, the Employment Agency Standards Inspectorate (EASI), without consulting or obtaining consent from the Supplier. The Supplier shall provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to respond to any requests for information from any regulator.

20.10 In Schedule 9 (Commercially Sensitive Information), the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be subject of an exemption under the FOIA and the EIRs. Where possible, the Parties have sought to identify in Schedule 9 (Commercially Sensitive Information) when any relevant Information will cease to fall into the category of Commercially Sensitive Information.

## 21 Protection of Personal Data

21.1 The Supplier shall indemnify the Commissioning Body against any and all Losses incurred by the Commissioning Body due to any breach by the Supplier or Interpreter of Data Protection Legislation or this clause 21.

21.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Commissioning Body is the Controller, and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Schedule 31 (Processing Personal Data) by the Commissioning Body and may not be determined by the Supplier.

21.3 Where the Supplier is providing Services to, or for the benefit of, a Commissioning Body or a Crown Body, the provisions of this clause 21 shall apply between the Supplier and the Commissioning Body or Crown Body as if they were a Party to the Contract (and references to **Party** or **Parties** in this clause 21 and Schedule 31 (Processing Personal Data) shall be construed accordingly in such instances). In these circumstances such Commissioning Body or Crown Body shall have the right to enforce the provisions of clause 21 and Schedule 31 (Processing Personal Data) against the Supplier in respect of the Processing of Personal Data of which it is Controller, Joint Controller, or Independent Controller.

21.4 The Supplier shall notify the Commissioning Body immediately if it considers that any of the Commissioning Body's instructions infringe the Data Protection Legislation.

21.5 The Supplier shall provide all reasonable assistance to the Commissioning Body in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance shall include:

21.5.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

21.5.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

21.5.3 an assessment of the risks to the rights and freedoms of Data Subjects;

21.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data; and

21.5.5 providing assurance with the measures referred to in clause **Error! Reference source not found.** and comply with Schedule 5 (Security Requirements).

21.6 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

21.6.1 Process that Personal Data only in accordance with Schedule 31 (Processing Personal Data) unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Commissioning Body before Processing the Personal Data unless prohibited by Law;

21.6.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in clause 18(Government Data and Security Requirements), this clause 21 (Protection of Personal Data), Schedule 5 (Security Requirements) and Schedule 31 (Processing Personal Data) which are appropriate to protect against a Data Loss Event having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures;

21.6.3 ensure that:

(a) the Supplier Personnel and any sub-processors (including but not limited to, Interpreters) do not Process Personal Data except in accordance with this Contract (and in particular Schedule 31 (Processing Personal Data));

(b) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel and Interpreter who have access to the Personal Data (including undertaking any vetting required under this Contract) and ensure that they:

(i) are aware of and comply with the Supplier's duties under this clause, clauses 18 (Government Data and Security Requirements) and 19 (Confidentiality), Schedule 5 (Security Requirements) and Schedule 31 (Processing Personal Data);

(ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

(iii) 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 a Commissioning Body or as otherwise permitted by this Contract; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data (including any training required by the Security Requirements); and

21.6.4 not transfer Personal Data outside of the UK or the European Economic Area unless the prior written consent of the Commissioning Body has been obtained and the following conditions are fulfilled:

(a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable) provided that if the destination country is the United States:

(i) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Sub-contractors and/or Sub-processors), the Supplier (and/or the applicable Sub-contractor and/or Sub-processor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

(ii) the Supplier shall notify the Commissioning Bodies and Authority immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Sub-contractor's or Sub-processor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this clause 21.6.4(a); and

(iii) in the event that the Supplier (and/or the applicable Sub-contractor or Sub-processor):

A. ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this clause 21.6.4(a);

B. the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this clause 21.6.4(a); and/or

C. fails to notify the Authority and Commissioning Bodies of any changes to its certification status in accordance with clause 21.6.4(a)(ii) above,

the Authority shall have the right to terminate this Contract with immediate effect; or

(b) the Commissioning Body or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 76 and/or Article 46 of the EU GDPR (where applicable)) as determined by the Commissioning Body which could include relevant parties entering into:

(i) where the transfer is subject to UK GDPR:

A. the UK International Data Transfer Agreement as published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time;

B. the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Commissioning Body or the Supplier being implemented by the importing party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the Supplier 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 Commissioning Body in meeting its obligations); and

(e) the Supplier complies with any reasonable instructions notified to it in advance by the Commissioning Body with respect to the Processing of the Personal Data;

21.6.5 at the written direction of the Commissioning Body, delete or return Personal Data (and any copies of it) to the Commissioning Body on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

21.7 Subject to clause 21.8 below, the Supplier shall notify the Commissioning Body immediately if it:

21.7.1 receives a Data Subject Request (or purported Data Subject Request);

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

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

21.7.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

21.7.5 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

21.7.6 becomes aware of a Data Loss Event.

21.8 The Supplier's obligation to notify under clause 21.7 above shall include the provision of further information to the Commissioning Body in phases, as details become available.

21.9 Taking into account the nature of the Processing, the Supplier shall provide the Commissioning Body with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 21.7 (and insofar as possible within the timescales reasonably required by the Commissioning Body) including by promptly providing:

21.9.1 the Commissioning Body with full details and copies of the complaint, communication or request;

21.9.2 such assistance as is reasonably requested by the Commissioning Body to enable the Commissioning Body to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

21.9.3 the Commissioning Body, at its request, with any Personal Data it holds in relation to a Data Subject;

21.9.4 assistance as requested by the Commissioning Body following any Data Loss Event;

21.9.5 assistance as requested by the Commissioning Body with respect to any request from the Information Commissioner's Office, or any consultation by the Commissioning Body with the Information Commissioner's Office.

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

21.10.1 the Commissioning Body determines that the Processing is not occasional;

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

21.10.3 the Commissioning Body determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

21.11 The Supplier shall allow for audits of its Data Processing activity by the Commissioning Body or the Commissioning Body's designated auditor.

21.12 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

21.13 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:

21.13.1 notify the Commissioning Body in writing of the intended Sub-processor and Processing;

21.13.2 obtain the written consent of the Commissioning Body;

21.13.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 21 (Protection of Personal Data) such that they apply to the Sub-processor; and

21.13.4 provide the Commissioning Body with such information regarding the Sub-processor as the Commissioning Body may reasonably require.

21.14 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

21.15 not used

21.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Commissioning Body may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

21.17 In relation to Personal Data Processed for Law Enforcement Purposes (as defined in the DPA 2018), the Supplier shall:

21.17.1 maintain logs for its Processing operations in respect of:

(a) collection;

(b) alteration;

(c) consultation;

(d) disclosure (including transfers);

(e) combination; and

(f) erasure,

(together the **Logs**);

21.17.2 ensure that:

(a) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;

(b) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and

(c) the Logs are made available to the Information Commissioner's Office on request;

21.17.3 use the Logs only to:

(a) verify the lawfulness of Processing;

(b) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;

(c) ensure the integrity of Personal Data; and

(d) assist with criminal proceedings;

21.17.4 as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

21.17.5 where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

(a) persons suspected of having committed or being about to commit a criminal offence;

(b) persons convicted of a criminal offence;

(c) persons who are or maybe victims of a criminal offence; and

(d) witnesses or other persons with information about offences.

**Standard Contractual Clauses**

21.18 It is noted that on 28 June 2021 the European Commission made an implementing decision pursuant to Article 45 of the EU GDPR on the adequate protection of personal data by the United Kingdom which contains carve-outs for certain transfers outside of the EU to the UK of certain types of Personal Data (the **UK Adequacy Decision**). If any transfer of Personal Data which is subject to EU GDPR pursuant to this Contract is not covered by the UK Adequacy Decision or at any time during the term of the Contract the UK Adequacy Decision is:

21.18.1 withdrawn, invalidated, overruled or otherwise ceases to have effect, or

21.18.2 amended in such a way as to affect the transfers of Personal Data outside of the EU which are contemplated under this Contract,

clauses 21.19 to 21.20 below shall apply.

21.19 The Parties agree:

21.19.1 that without any further action being required they will enter into the Standard Contractual Clauses in the European Commission's decision 2021/914/EU in respect of data transfers by the Supplier outside of the EU to the UK;

21.19.2 that, where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with those Standard Contractual

Clauses as of the date the Parties entered into those Standard Contractual Clauses;

21.19.3 to use best endeavours to complete the Appendices to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and

21.19.4 that if there is any conflict between this Contract and the Standard Contractual Clauses the terms of the Standard Contractual Clauses shall apply.

21.20 In the event that the European Commission updates, amends, substitutes, adopts or publishes new Standard Contractual Clauses from time to time, the Parties agree:

21.20.1 that the most up to date Standard Contractual Clauses from time to time shall be automatically incorporated in place of those in use at the time of such update, amendment, substitution, adoption or publication and that such incorporation is not a Change;

21.20.2 that where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with the relevant form of the most up to date Standard Contractual Clauses as of the date the European Commission decision regarding such new Standard Contractual Clauses becomes effective;

21.20.3 to use best endeavours to complete any part of the most up to date Standard Contractual Clauses that a Party must complete promptly and at their own cost for the purpose of giving full effect to them; and

21.20.4 that if there is any conflict between this Contract and the most up to date Standard Contractual Clauses the terms of the most up to date Standard Contractual Clauses shall apply.

## 22 Publicity and Branding

22.1 The Supplier shall not:

22.1.1 make any press announcements or publicise this Contract or its contents in any way; or

22.1.2 use the Authority's or Commissioning Bodies names or brands in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

22.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services, the Supplier System and the Authority System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

22.3 In the event that the Authority does provide consent in accordance with clause 22.1 the Supplier must comply with any brand guidelines, naming conventions or other obligations as stipulated by the Authority from time to time.

## Section G: Liability, Indemnities and Insurance

### 23 Limitations on Liability

**Unlimited liability**

23.1 Neither Party limits its liability for:

23.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

23.1.2 bribery, fraud or fraudulent misrepresentation by it or its employees;

23.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

23.1.4 any liability to the extent it cannot be limited or excluded by Law.

23.2 The Supplier's liability in respect of the indemnities in clause 10.6 (VAT), clause 14.13 (Employment Indemnity), clause 14.14 (Income Tax and National Insurance Contributions), clause 17 (IPRs Indemnity), Schedule 28 (Staff Transfer) and the Appendices to Schedule 28 (Staff Transfer) shall be unlimited.

23.3 The Authority's liability in respect of the indemnities in clause 14.13 (Employment Indemnity), Schedule 28 (Staff Transfer) and the Appendices to Schedule 28 (Staff Transfer) shall be unlimited.

**Financial and other limits**

23.4 Subject to clauses 23.1 and 23.2 (Unlimited Liability) and clauses 23.7 (Consequential losses):

23.4.1 the Supplier's aggregate liability in respect of loss or damage to Government Data and the indemnity at clause 21.1 in each and any Contract Year shall in no event exceed £10 million;

23.4.2 the Supplier's aggregate liability in respect of all:

(a) Service Credits; and

(b) Compensation for Unacceptable KPI Failure;

incurred in any rolling period of 12 months shall be subject to the Service Credit Cap; and

23.4.3 the Supplier's aggregate liability in respect of all other Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Supplier, (including the Supplier's aggregate liability in respect of the indemnities at clause 3.8, clause 5.4.2, clause 5.4.4, and clause 26.2) shall in no event exceed five million pounds (£5,000,000),

provided that where any Losses referred to this clause 23.4.3 have been incurred by the Authority as a result of the Supplier's abandonment of this Contract or the Supplier's wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract or the Supplier's aggregate liability in respect of the indemnity at clause 3.8, the references in such clause to five million pounds (£5,000,000) shall be deemed to be references to ten million pounds (£10,000,000).

23.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under clause 23.4.2.

23.6 Subject to clauses 23.1 and 23.3 (Unlimited Liability) and clause 23.7 (Consequential Losses) and without prejudice to the Authority's obligation to pay the Charges as and when they fall due for payment:

23.6.1 the Authority's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Authority shall in no event exceed:

(a) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;

(b) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and

(c) in relation to Defaults occurring after the end of the Term, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term.

**Consequential Losses**

23.7 Subject to clauses 23.1, 23.2 and 23.3 (Unlimited Liability) and clause 23.8, neither Party shall be liable to the other Party for:

23.7.1 any indirect, special or consequential Loss; and/or

23.7.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

23.8 Notwithstanding clause 23.7 but subject to clause 23.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

23.8.1 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

23.8.2 any wasted expenditure or charges;

23.8.3 the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;

23.8.4 any compensation or interest paid to a third party by the Authority; and

23.8.5 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

**Conduct of Indemnity Claims**

23.9 Where under this Contract one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 27 (Conduct of Claims) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

**Mitigation**

23.10 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

23.11 For the avoidance of doubt, the Authority shall not be liable for any damages, claims, costs and losses incurred by the Supplier as a result of any act or omission of an Interpreter, including but not limited to any wasted costs order issued by a Judge in connection with such act or omission.

## 24 Insurance

24.1 The Supplier shall comply with the provisions of Schedule 6 (Insurance Requirements) in relation to obtaining and maintaining insurance.

## Section H: Remedies and Relief

## 25 Rectification Plan Process

25.1 In the event that:

25.1.1 there is, or is reasonably likely to be, a Delay; and/or

25.1.2 in any Service Period there has been:

(a) a Material KPI Failure; and/or

(b) a Notifiable KPI Failure; and/or

(c) a Material SPI Failure; and/or

(d) a Notifiable SPI Failure; and/or;

25.1.3 the Supplier commits a material Default that is capable of remedy,

(each a **Notifiable Default**), the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within three Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

### Notification

25.2 If:

25.2.1 the Supplier notifies the Authority pursuant to clause 25.1 that a Notifiable Default has occurred; or

25.2.2 the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

25.3 The **Rectification Plan Process** shall be as set out in clauses 25.4 (Submission of the draft Rectification Plan) to 25.9 (Agreement of the Rectification Plan).

### Submission of the draft Rectification Plan

25.4 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to clause 25.2 (Notification). The

Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

25.5 The draft Rectification Plan shall set out:

25.5.1 full details of the Notifiable Default that has occurred, including a root cause analysis;

25.5.2 the actual or anticipated effect of the Notifiable Default; and

25.5.3 the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

25.6 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 6 of Schedule 23 (Dispute Resolution Procedure).

**Agreement of the Rectification Plan**

25.7 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

25.7.1 is insufficiently detailed to be capable of proper evaluation;

25.7.2 will take too long to complete;

25.7.3 will not prevent reoccurrence of the Notifiable Default; and/or

25.7.4 will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

25.8 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

25.9 If the Authority consents to the Rectification Plan:

25.9.1 the Supplier shall immediately start work on the actions set out in the Rectification Plan; and

25.9.2 the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default;

save in the event of a Rectification Plan Failure or other Supplier Termination Event.

## 26 Delay to ATP

26.1 If the ATP is not Achieved by the relevant Milestone(s) Date due to the acts or omissions of the Supplier then (subject to the provisions of clause 6.7):

26.1.1 if so requested by the Authority, the Supplier shall pay to the Authority, as liquidated damages:

(a) £22,504 in respect of each full Month; and

(b) £5,193 in respect of each week not included in clause 26.1.1(a),

in which the ATP is not Achieved. The Parties confirm that the aforementioned liquidated damages are reasonable and proportionate to protect the Authority's interest in the Supplier's performance of the Contract; and

26.1.2 the Authority may terminate this Contract with immediate effect by giving written notice to the Supplier.

26.2 The Supplier indemnifies the Authority for any loss suffered or incurred by the Authority or a Commissioning Body as a result of the Supplier failing to meet its obligations under the Collaboration Agreement which results in another Language Provider suffering a delay to the targeted date for the provision of operational services in that Language Provider's contract with the Authority.

## 27 Remedial Adviser

27.1 If:

27.1.1 any of the Intervention Trigger Events occur; or

27.1.2 the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

(each an **Intervention Cause**), the Authority may give notice to the Supplier (an **Intervention Notice**) giving reasonable details of the Intervention Cause and requiring:

27.1.3 a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or

27.1.4 the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this clause 27.

For the avoidance of doubt, if the Intervention Cause is also a Supplier Termination Event, the Authority has no obligation to exercise its rights under this clause 27.1 prior to or instead of exercising its right to terminate this Contract.

27.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

27.2.1 the Remedial Adviser shall be:

(a) a person selected by the Supplier and approved by the Authority; or

(b) if none of the persons selected by the Supplier have been approved by the Authority (or no person has been selected by the Supplier) within ten Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;

27.2.2 the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and

27.2.3 any right of the Authority to terminate this Contract pursuant to clause 30.1.2 (Termination by the Authority) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties) (the **Intervention Period**).

27.3 The Remedial Adviser's overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Supplier's responsibilities under this Contract), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:

27.3.1 observe the conduct of and work alongside the Supplier Personnel or any Interpreter to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;

27.3.2 gather any information the Remedial Adviser considers relevant in the furtherance of its objective;

27.3.3 write reports and provide information to the Authority in connection with the steps being taken by the Supplier to remedy the Intervention Cause;

27.3.4 make recommendations to the Authority and/or the Supplier as to how the Intervention Cause might be mitigated or avoided in the future; and/or

27.3.5 take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.

27.4 The Supplier shall:

27.4.1 work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;

27.4.2 ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets;

27.4.3 submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;

27.4.4 implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and

27.4.5 not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).

27.5 The Supplier shall be responsible for:

27.5.1 the costs of appointing, and the fees charged by, the Remedial Adviser; and

27.5.2 its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this clause 27.

27.6 If:

27.6.1 the Supplier:

(a) fails to perform any of the steps required by the Authority in an Intervention Notice; and/or

(b) is in Default of any of its obligations under clause 27.4; and/or

27.6.2 the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a **Remedial Adviser Failure**), the Authority shall be entitled to terminate this Contract pursuant to clause 30.1.2 (Termination by the Authority).

## 28 Authority Cause

28.1 Notwithstanding any other provision of this Contract, if the Supplier has failed to:

28.1.1 Achieve a Milestone by its Milestone Date;

28.1.2 provide the Operational Services in accordance with the Target Performance Levels; and/or

28.1.3 comply with its obligations under this Contract,

(each a **Supplier Non-Performance**),

and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in this clause 28):

(a) the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Authority Cause;

(b) the Authority shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance:

(i) to terminate this Contract pursuant to clause 30.1.2 (Termination by the Authority); or

(ii) to take action pursuant to clauses 27 (Remedial Adviser);

(c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:

(i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Authority Cause;

(ii) if the Authority, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Authority Cause;

(iii) if the Milestone prevents or delays ATP, the Supplier shall have no liability under clause 26 to the extent that the Supplier can demonstrate that such failure was caused by the Authority Cause; and

(d) where the Supplier Non-Performance constitutes a Performance Failure:

(i) the Supplier shall not be liable to accrue Service Credits;

(ii) the Authority shall not be entitled to withhold any of the Service Charges pursuant to clause 7.2.4(b) (Performance Failures);

(iii) the Authority shall not be entitled to withhold and retain any Compensation for Unacceptable KPI Failure pursuant to clause 7.4.1 (Unacceptable KPI Failure); and

(iv) the Supplier shall be entitled to invoice for the Service Charges for the relevant Operational Services affected by the Authority Cause,

in each case, to the extent that the Supplier can demonstrate that the Performance Failure was caused by an Authority Cause.

28.2 In order to claim any of the rights and/or relief referred to in clause 28.1, the Supplier shall as soon as reasonably practicable (and in any event within ten Working Days) after becoming aware that an Authority Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Authority notice (a **Relief Notice**) setting out details of:

28.2.1 the Supplier Non-Performance;

28.2.2 the Authority Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Contract;

28.2.3 any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause; and

28.2.4 the relief and/or compensation claimed by the Supplier.

28.3 Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Authority Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Authority Cause and its entitlement to relief and/or compensation, consulting with the Supplier where necessary.

28.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

28.5 Without prejudice to clause 5.31 (Continuing obligation to provide the Services), if a Dispute arises as to:

28.5.1 whether a Supplier Non-Performance would not have occurred but for an Authority Cause; and/or

28.5.2 the nature and/or extent of the relief and/or compensation claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

28.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this clause 28 shall be implemented in accordance with the Change Control Procedure.

## 29 Force Majeure

29.1 Subject to the remaining provisions of this clause 29 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 26 (Service Continuity Plan)), a Party may claim relief under this clause 29 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

29.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

29.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this clause 29 to the extent that consequences of the relevant Force Majeure Event:

29.3.1 are capable of being mitigated, but the Supplier has failed to do so;

29.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract; or

29.3.3 are the result of the Supplier's failure to comply with its Service Continuity Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the Service Continuity Plan).

29.4 Subject to clause 29.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

29.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

29.6 Where, as a result of a Force Majeure Event:

29.6.1 an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:

(a) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure other than pursuant to clause 30.1.3 (Termination by the Authority); and

(b) neither Party shall be liable for any Default arising as a result of such failure;

29.6.2 the Supplier fails to perform its obligations in accordance with this Contract:

(a) the Authority shall not be entitled:

(i) during the continuance of the Force Majeure Event to exercise its rights under clause 27 (Remedial Adviser) as a result of such failure;

(ii) to receive payments pursuant to clause 26 (Delay to ATP) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and

(iii) to receive Service Credits, to withhold any of the Service Charges pursuant to clause 7.2.4(b) (Performance Failures) or withhold and retain any of the Service Charges as compensation pursuant to clause 7.4.1 (Unacceptable KPI Failure) to the extent that a Performance Failure has been caused by the Force Majeure Event; and

(b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.

29.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

29.8 Relief from liability for the Affected Party under this clause 29 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under clause 29.7.

## Section I: Termination and Exit Management

### 30 Termination Rights

#### Termination by the Authority

30.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier:

30.1.1 for convenience at any time following the first anniversary of the Operational Service Commencement Date by giving three months' notice to the Supplier;

30.1.2 if a Supplier Termination Event occurs;

30.1.3 if a Force Majeure Event endures for a continuous period of more than ninety (90) days; or

30.1.4 if the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,

and this Contract shall terminate on the date specified in the Termination Notice.

30.2 Where the Authority:

30.2.1 is terminating this Contract under clause 30.1.2 due to the occurrence of either limb (b), (h) and/or (i) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; and/or

30.2.2 has the right to terminate this Contract under clause 30.1.2 or clause 30.1.3, it may, prior to or instead of terminating the whole of this Contract, serve a Termination Notice requiring the partial termination of this Contract to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

#### Partial Termination

30.3 The Parties shall agree the effect of any Change necessitated by a Partial Termination in accordance with the Change Control Procedure, including the effect the Partial Termination may have on any other Services and the Charges, provided that:

30.3.1 the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated if the Partial Termination arises due to the occurrence of a Supplier Termination Event;

30.3.2 any adjustment to the Charges (if any) shall be calculated in accordance with the Financial Model and must be reasonable; and

30.3.3 the Supplier shall not be entitled to reject the Change.

### 31 Consequences of Expiry or Termination

#### General Provisions on Expiry or Termination

31.1 The provisions of clauses 5.9 (Specially Written Software warranty), 10.5 and 10.6 (VAT), 10.13 and 10.14 (Set-off and Withholding), 12 (Records, Reports, Audits and Open Book Data), 14.13 (Employment Indemnity), 14.14 (Income Tax and National Insurance

Contributions), 16 (Intellectual Property Rights), 17.1 (IPRs Indemnity), 19 (Confidentiality), 20 (Transparency and Freedom of Information), 21 (Protection of Personal Data), 23 (Limitations on Liability), 31 (Consequences of Expiry or Termination), 37 (Severance), 39 (Entire Agreement), 40 (Third Party Rights), 42 (Disputes) and 43 (Governing Law and Jurisdiction), and the provisions of Schedule 1 (Definitions), Schedule 15 (Charges and Invoicing), Schedule 19 (Financial Reports and Audit Rights), Schedule 23 (Dispute Resolution Procedure), Schedule 24 (Reports and Records Provisions), Schedule 25 (Exit Management) and Schedule 28 (Staff Transfer) and such other provisions which are expressly or by implication required to survive termination or expiry, shall survive the termination or expiry of this Contract.

31.2 Accumulated rights of the Parties shall not be affected by termination or expiry of the Contract.

**Exit Management**

31.3 The Parties shall comply with the provisions of Schedule 25 (Exit Management) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Supplier.

**Payments by the Authority**

31.4 If this Contract is terminated (in part or in whole) by the Authority pursuant to clauses 30.1.1, 30.1.2, 30.1.3, 30.2 (Termination by the Authority) and/or 32.9.12(b) , or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

31.4.1 payments in respect of any Assets or apportionments in accordance with Schedule 25 (Exit Management); and

31.4.2 payments in respect of unpaid Charges for Services received up until the Termination Date.

31.5 The costs of termination incurred by the Parties shall lie where they fall if:

31.5.1 either Party terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to clauses 30.1.3 or 30.2.2 (Termination by the Authority); or

31.5.2 the Authority terminates this Contract under clause 30.1.4 (Termination by the Authority).

**Payments by the Supplier**

31.6 In the event of termination or expiry of this Contract, the Supplier shall repay to the Authority all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination.

**Section J: Miscellaneous and Governing Law**

## 32 Compliance

**Health and Safety**

32.1 The Supplier shall (and shall procure that all Interpreters and Supplier Personnel) perform its obligations under this Contract (including those in relation to the Services) in accordance with:

32.1.1 all applicable Law regarding health and safety;

32.1.2 the Health and Safety Policy whilst at the Authority Locations; and

32.1.3 any health and safety obligations contained in Schedule 34 (Locations).

32.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Locations of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Supplier shall instruct the Supplier Personnel and any Interpreters to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

**Employment Law**

32.3 The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

**Equality and Diversity**

32.4 The Supplier shall:

32.4.1 perform its obligations under this Contract (including those in relation to the Services) in accordance with:

(a) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

(b) the Authority's equality and diversity policy as provided to the Supplier from time to time; and

(c) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

32.4.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

**Official Secrets Act and Finance Act**

32.5 The Supplier shall comply with the provisions of:

32.5.1 the Official Secrets Acts 1911 to 1989; and

32.5.2 section 182 of the Finance Act 1989.

**Conflicts of Interest**

32.6 The Supplier shall at all times comply (and shall procure that all Interpreters and Supplier Personnel comply) with the Authority Code of Conduct and Ethics.

32.7 The Supplier:

32.7.1 must take action to ensure that neither the Supplier nor the Supplier Personnel nor the Interpreters are placed in the position of an actual, potential or perceived Conflict of Interest; and

32.7.2 must promptly notify and provide details to the Authority if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

32.8 The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract in accordance with clause 30.1.2 immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clauses 31.2, 31.5 and 31.6 shall apply.

**Modern slavery**

32.9 The Supplier:

32.9.1 shall not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour;

32.9.2 shall not require any Supplier Personnel, Interpreter or the personnel of any sub-contractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;

32.9.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

32.9.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

32.9.5 shall make reasonable enquires to ensure that its officers, employees and sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world;

32.9.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its sub-contractors anti-slavery and human trafficking provisions;

32.9.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

32.9.8 shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;

32.9.9 shall not use, nor allow its employees or sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;

32.9.10 shall not use or allow child or slave labour to be used by its sub-contractors;

32.9.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its sub-contractors to the Authority and the Modern Slavery Helpline and relevant national or local law enforcement agencies;

32.9.12 if the Supplier is in Default under clauses 32.9.1 to 32.9.11 the Authority may by notice:

(a) require the Supplier to remove from performance of the Contract any sub-contractor, Supplier Personnel, Interpreter or other persons associated with it whose acts or omissions have caused the Default; or

(b) immediately terminate the Contract in accordance with clause 30.1.2; and

32.9.13 shall, if the Supplier or the Authority identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Authority to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains);

32.10 If the Supplier notifies the Authority pursuant to clause 32.9.11 it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

**Whistleblowing**

32.11 As soon as it is aware of it the Supplier and Supplier Personnel must report to the Authority any actual or suspected breach of:

32.11.1 Law;

32.11.2 clauses 32.1 to 32.9 or 32.12; or

32.11.3 clause 36.

32.12 The Supplier must not retaliate against any of the Supplier Personnel or Interpreters who in good faith reports a breach listed in this clause to the Authority or a Prescribed Person.

## 33 Assignment and Novation

33.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Authority.

33.2 The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:

33.2.1 any Crown Body;

33.2.2 any Commissioning Body: or

33.2.3 to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this clause 33.2.

33.3 A change in the legal status of the Authority such that it ceases to be a Crown Body shall not (subject to clause 33.4) affect the validity of this Contract and this Contract shall be binding on any successor body to the Authority.

33.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Crown Body or if a body which is not a Crown Body succeeds the Authority (any such body a **Successor Body**), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority under limb (k) of the definition of Supplier Termination Event (as if references in that limb (k) to the Supplier were references to the Successor Body) and the consequences of termination set out in clause 31.3 shall apply.

## 34 Waiver and Cumulative Remedies

34.1 The rights and remedies under this Contract may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Contract or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

34.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## 35 Relationship of the Parties

35.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

## 36 Prevention of fraud and bribery

36.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel or Interpreters, have at any time prior to the Effective Date:

36.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

36.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

36.2 The Supplier shall not during the term of this Contract:

36.2.1 commit a Prohibited Act; and/or

36.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

36.3 The Supplier shall during the term of this Contract:

36.3.1 establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

36.3.2 have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;

36.3.3 keep appropriate records of its compliance with its obligations under clause 36.3.1 and make such records available to the Authority on request; and

36.3.4 take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017.

36.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clause 36.1 and/or 36.2, or has reason to believe that it has or any of the Supplier Personnel or Interpreters have:

36.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

36.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for

participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

36.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

36.5 If the Supplier makes a notification to the Authority pursuant to clause 36.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with clause 12 (Records, Reports, Audits and Open Book Data).

36.6 If the Supplier is in Default under clauses 36.1 and/or 36.2, the Authority may by notice:

36.6.1 require the Supplier to remove from performance of this Contract any Supplier Personnel or Interpreter whose acts or omissions have caused the Default; or

36.6.2 immediately terminate this Contract in accordance with clause 30.1.2.

36.7 Any notice served by the Authority under clause 36.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

## 37 Severance

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

## 38 Further Assurances

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

## 39 Entire Agreement

39.1 This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

39.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

39.3 Nothing in this clause 39 shall exclude any liability in respect of misrepresentations made fraudulently.

## 40 Third Party Rights

40.1 The provisions of clause 17.1 (IPRs Indemnity), , paragraphs **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** of Part B, and paragraphs 1.4, 2.3 and 2.8 of Part E of Schedule 28 (Staff Transfer) and the provisions of paragraph 6.8 of Schedule 25 (Exit Management) (together **Third Party Provisions**) confer benefits on persons named or identified in such provisions other than the Parties (each such person a **Third Party**

**Beneficiary**) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

40.2 Without prejudice to clause 40.1, this Contract confers benefits on the Commissioning Bodies and as such, save where expressly provided otherwise, any rights of the Authority shall be deemed to be a right of a Commissioning Body and, without prejudice to the other provisions of this clause 40 (Third Party Rights), this Contract is intended to be enforceable by any Commissioning Bodies by virtue of the CRPTA.

40.3 The Authority may enforce the Contract on behalf of the Commissioning Bodies and for such purposes any Loss incurred by a Commissioning Body under this Contract shall be deemed to be a Loss incurred by the Authority (provided nothing in clause 40 is intended to permit the double recovery of any individual Loss by both Authority and Commissioning Body).

40.4 Subject to clauses 40.1, 40.2 and 40.3, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

40.5 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.

40.6 Any amendments or modifications to this Contract may be made, and any rights created under clause 40.1 may be altered or extinguished, by the Parties without the consent of any Commissioning Body or Third-Party Beneficiary.

## 41 Notices

41.1 Any notices sent under this Contract must be in writing.

41.2 Subject to clause 41.4, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

| Manner of Delivery | Deemed time of service | Proof of service |
|---|---|---|
| Email | 9.00am on the first Working Day after sending | Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message. |
| Personal delivery | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day. | Properly addressed and delivered as evidenced by signature of a delivery receipt |
| Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm). | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt |

41.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Contract:

| | Supplier | Authority |
|---|---|---|
| **Contact** | REDACTED-s40 personal Information | REDACTED-s40 personal Information |
| **Address** | Brainworks, 4 Royds Close, Leeds, LS12 6LL | 10 South Colonnade, London, E14 4PU |
| **Email** | REDACTED-s40 personal Information | REDACTED-s40 personal Information |

41.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in clause 41.2:

41.4.1 Force Majeure Notices;

41.4.2 Termination Notices; and

41.4.3 Dispute Notices.

41.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with clause 41.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in clause 41.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

41.6 This clause 41 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 23 (Dispute Resolution Procedure)).

## 42 Disputes

42.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.

42.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

## 43 Governing Law and Jurisdiction

43.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

43.2 Subject to clause 42 (Disputes) and Schedule 23 (Dispute Resolution Procedure) (including the Authority's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

This Contract has been duly entered into by the Parties on the date which appears at the head of its page 1.

**Signed** for and on behalf of )
The Lord Chancellor )
in the presence of )

Witness signature

Witness name

Witness address

Witness occupation

**Signed** for and on behalf of )
Clarion Interpreting Limited )
by a director: REDACTED-s40 personal Information )
in the presence of )

Witness signature

Witness name

Witness address

Witness occupation

## Schedule 1

## Definitions

### 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 references 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, replaced or re-enacted (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) 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 Schedule to parts, paragraphs, Appendices and tables are, unless otherwise provided, references to the parts, paragraphs, Appendices and tables of the Schedule in which these references appear;

1.3.9 references to **paragraphs** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

1.3.10 references to a series of clauses or paragraphs shall be inclusive of the clause numbers specified.

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;

1.3.12 where the Authority is a Crown Body, the Supplier shall be treated as contracting with the Crown as a whole;

1.3.13 a reference to a document (including this Contract) is to the document as varied, amended, novated, ratified or replaced from time to time; and

1.3.14 any monetary sums set out in this Contract shall (unless expressly stated otherwise) be in pounds sterling.

1.4 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):

1.4.1 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 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

1.4.2 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.

1.5 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.

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| **Accounting Reference Date** | in each year the date to which the Supplier prepares its annual audited financial statements |
| **Achieve** | (a) in respect of a Test, to successfully pass a Test in accordance with any requirements set out in the Implementation Plan; and<br>(b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with any requirements set out in the Implementation Plan<br>and **Achieved** and **Achievement** shall be construed accordingly |
| **Actual End Time** | the time that the Interpreter completes a Booking, as verified on the Interpreter's timesheet by the Commissioning Body who made the Booking |
| **Actual Start Time** | the time that the Interpreter started a Booking, as verified on the Interpreter's timesheet by the Commissioning Body who made the Booking |
| **Adjustment Factors** | the factors described as such in paragraph 1.4.2 of Schedule 15 (Charges and Invoicing) |
| **Adjustment Factor Uplift** | the uplifts set out in Appendix B (Adjustment Factor Uplifts) of Schedule 15 (Charges and Invoicing) |

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| **Advanced Notice Cancellation** | a cancellation of a Booking by a Commissioning Body made at or before 9am fourteen (14) calendar days immediately prior to the Booking Date |
| **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 common Control with, that body corporate from time to time |
| **Annual Contract Report** | the annual contract report to be provided by the Supplier to the Authority pursuant to paragraph 1 of Part 2 of Schedule 19 (Financial Reports and Audit Rights) |
| **Annual Revenue** | for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:<br>(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12-month period; and<br>(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date |
| **Applicable Financial Indicators** | the financial indicators from paragraph 4.1 of Schedule 18 (Financial Distress) which are to apply to the Monitored Suppliers as set out in paragraph 4.2 of Schedule 18 (Financial Distress) |
| **Approval** | the prior written approval of the Authority (or where the context requires, Commissioning Body) and Approved shall be construed accordingly |
| **Approved Sub-Licensee** | any of the following:<br>(a) a Crown Body;<br>(b) a Commissioning Body;<br>(c) any third party providing services to a Crown Body; and/or<br>(d) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had |

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| | been performed and/or carried on by the Authority |
| **Assets** | all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets |
| **Associated Person** | has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017 |
| **Associates** | 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 |
| **ATP Milestone** | the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan |
| **ATP Payment** | the payment(s) more particularly described in clause 26.1 |
| **Audit** | any exercise by the Authority of its Audit Rights pursuant to clause 12 (Records, Reports, Audit and Open Book Data) and Schedule 18 (Financial Reports and Audit Rights) |
| **Audit Agents** | (a) the Authority's internal and external auditors;<br>(b) the Authority's statutory or regulatory auditors;<br>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;<br>(d) HM Treasury or the Cabinet Office;<br>(e) any party formally appointed by the Authority to carry out audit or similar review functions; and<br>(f) successors or assigns of any of the above |
| **Audit Rights** | the audit and access rights referred to in Schedule 18 (Financial Reports and Audit Rights) |
| **Authority Assets** | the Authority Materials, the Authority or Commissioning Body infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority or Commissioning Bodies and which is or may be used in connection with the provision or receipt of the Services |

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| **Authority Background IPRs** | (a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;<br><br>(b) IPRs created by the Authority independently of this Contract; and/or<br><br>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;<br><br>but excluding IPRs owned by the Authority subsisting in the Authority Software |
| **Authority Cause** | any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:<br><br>(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or<br><br>(b) caused by the Supplier, any Sub-contractor, Interpreter or any Supplier Personnel |
| **Authority Change Manager** | the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative |
| **Authority Code of Conduct and Ethics** | the code of conduct set out in Schedule 2 (Services Description) as may be updated by the Authority from time to time |
| **Authority IT Strategy** | the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure |
| **Authority Location** | premises owned, controlled or occupied by the Authority and/or any of the Commissioning Bodies and/or any Crown Body which are made available for use by the Supplier or its Sub-contractors or any Interpreter for provision of the Services (or any of them), as listed in Appendix A of Schedule 34 (Locations) as may be updated and notified to the Supplier from time to time |
| **Authority Materials** | the Government Data together with any materials, documentation, information, programs and codes supplied by the Authority or a Commissioning Body to the Supplier, the IPRs in which:<br><br>(a) are owned or used by or on behalf of the Authority or a Commissioning Body; and<br><br>(b) are or may be used in connection with the provision or receipt of the Services, |

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| | but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software |
| **Authority Representative** | the representative appointed by the Authority pursuant to clause 11.4 (Representatives) |
| **Authority Requirements** | the requirements of the Authority set out in Schedule 2 (Services Description), Schedule 3 (Performance Levels), Schedule 4 (Standards), Schedule 5 (Security Requirements), Schedule 6 (Insurance Requirements), Schedule 13 (Implementation Plan), Schedule 24 (Reports and Records Provisions), Schedule 25 (Exit Management) and Schedule 26 (Service Continuity Plan) |
| **Authority Responsibilities** | the responsibilities of the Authority specified in Schedule 7 (Authority Responsibilities) |
| **Authority Software** | software which is owned by or licensed to the Authority or Commissioning Bodies (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services |
| **Authority System** | the Authority's and Commissioning Bodies' computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or a Commissioning Body or the Supplier in connection with this Contract which is owned by the Authority or Commissioning Body or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority and/or Commissioning Body to receive the Services |
| **Authority to Proceed or ATP** | the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone |
| **Base Unit Price** | the unit price payable for the provision of the Services for each Method of Interpretation, as split into categories and calculated in accordance with the table set out in Appendix A of Schedule 15 (Charges and Invoicing) |
| **Board** | the Supplier's board of directors |
| **Boards** | the Strategic Board, Quality Assurance Board and Supplier Management Board and Board shall mean any of them |

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| **Board Confirmation** | the written confirmation from the Board in accordance with paragraph 7 of Schedule 18 (Financial Distress) |
| **Board Member** | the initial persons appointed by the Authority and Supplier to the Boards as set out in Appendix A of Schedule 21 (Governance) and any replacements from time to time agreed by the Parties in accordance with paragraph 2.3 of Schedule 21 (Governance) |
| **Booked Services** | the Services specified by the Commissioning Body in the Bookings |
| **Booking(s)** | a request made by a Commissioning Body through the Telephone Booking Service or Booking Service for an Interpreter to perform Services |
| **Booking Charge** | the Charges applicable to a Booking as calculated in accordance with Schedule 15 (Charges and Invoicing) |
| **Booking Date** | the day upon which the Services are booked for as specified by the Commissioning Body in a Booking |
| **Booking Duration** | the time period which the Services are required for as specified by the Commissioning Body in a Booking |
| **Booking Requirements** | has the meaning given in Schedule 3 (Performance Levels) |
| **Booking Service** | the portal provided and maintained by the Supplier for the placement of Bookings in accordance Schedule 2 (Services Description), and Schedule 3 (Performance Levels) |
| **Booking Start Time** | the commencement time for the Services which are specified by the Commissioning Body in a Booking |
| **Breach of Security** | the occurrence of:<br>(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 Authority, any Commissioning Body and/or the Supplier or any Interpreter in connection with this Contract; and/or<br>(b) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies |

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| | of such information or data, used by the Authority, any Commissioning Body and/or the Supplier or any Interpreter in connection with this Contract,<br><br>in either case as more particularly set out in the Security Policies where the Authority has required compliance therewith in accordance with paragraph 2.2 of Schedule 5 (Security Requirements) |
| **Business Continuity Plan** | has the meaning given in paragraph 1.2.1(b) of Schedule 26 (Service Continuity Plan) |
| **Business Continuity Services** | has the meaning given in paragraph 3.2.2 of Schedule 26 (Service Continuity Plan) |
| **Cabinet Office Markets and Suppliers Team** | the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function |
| **Category 1 Services** | British Sign Language, British Sign Language (Welsh variant), cued speech, Makaton, sign supported English and visual frame |
| **Category 2 Services** | deafblind interpretation including manual and hands on and foreign sign language, deaf relay interpretation and intra-lingual |
| **Category 3 Services** | electronic and manual notetaking |
| **Category 4 Services** | lip speaking |
| **Category 5 Services** | speech to text reporting |
| **Cancel** or **Cancellation** | either an Advanced Notice or a Short Notice Cancellation |
| **CEDR** | the Centre for Effective Dispute Resolution of International Dispute Resolution Centre 1 Paternoster Lane St Paul's London EC4M 7BQ |
| **Change** | any change to this Contract |
| **Change Authorisation Note** | a form setting out an agreed Contract Change which shall be substantially in the form of Appendix B (Change Authorisation Note) of Schedule 22 (Change Control Procedure) |
| **Change Communication** | any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 22 (Change Control Procedure) |

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| **Change Control Procedure** | the procedure for changing this Contract set out in Schedule 22 (Change Control Procedure) |
| **Change in Law** | any change in Law which impacts on the performance of the Services which comes into force after the Effective Date |
| **Change Request** | a written request for a Contract Change substantially in the form of Appendix A (Change Request Form) of Schedule 22 (Change Control Procedure) |
| **Charges** | the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 15 (Charges and Invoicing), including any Service Charge |
| **Class 1 Transaction** | has the meaning set out in the listing rules issued by the UK Listing Authority |
| **CNI** | Critical National Infrastructure |
| **Collaboration Agreement** | the agreement to be entered into between the Authority, Supplier and other Language Providers on or around the date of this Agreement, materially in the form set out in Schedule 14 (Template Collaboration Agreement); |
| **Commercially Sensitive Information** | the information listed in Schedule 9 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to:<br>(a) the pricing of the Services;<br>(b) details of the Supplier's IPRs; and<br>(c) the Supplier's business and investment plans,<br>which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss |
| **Commissioning Bodies** | the Authority and each of those entities listed in Schedule 33 (Commissioning Bodies) |
| **Compensation for Unacceptable KPI Failure** | has the meaning given in clause 7.4.1 (Unacceptable KPI Failure) |
| **Condition Precedent** | has the meaning given in clause 4.2 (Condition Precedent) |
| **Confidential Information** | (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to: |

(i) the Disclosing Party Group; or

(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;

(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Contract;

(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and

(d) Information derived from any of the above,

but not including any Information which:

(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;

(iv) was independently developed without access to the Confidential Information; or

(v) relates to the Supplier's:

(1) performance under this Contract; or

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| | (2) failure to pay any Sub-contractor as required pursuant to clause 15.14 (Supply Chain Protection) |
| **Conflict of Interest** | a direct or indirect conflict between the financial, professional or personal interests of the Supplier, Interpreters or the Supplier Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority |
| **Contract** | the contract between the Authority and the Supplier |
| **Contract Amendment Report** | the contract amendment report to be provided by the Supplier to the Authority pursuant to paragraph 1 of Part 2 of Schedule 19 (Financial Reports and Audit Rights) |
| **Contract Change** | any change to this Contract other than an Operational Change |
| **Contract Inception Report** | the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date |
| **Contract Managers** | the individuals appointed as such by the Authority and the Supplier in accordance with paragraph 1 of Schedule 21 (Governance) |
| **Contract Year** | (a) a period of 12 months commencing on the Effective Date; or<br>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;<br>provided that the final Contract Year shall end on the expiry or termination of the Term |
| **Contracts Finder** | the online government portal which allows suppliers to search for information about contracts as prescribed by Part 4 of the Public Contract Regulations 2015 |
| **Control** | the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **Controls** and **Controlled** shall be interpreted accordingly |
| **Controller** | has the meaning given in the UK GDPR or the EU GDPR as the context requires |
| **Corporate Change Event** | (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; |

(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

(c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

(d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;

(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;

(f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value (as defined in Schedule 18 (Financial Distress) of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12-month period;

(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;

(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;

(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or

any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales

**Costs**

the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:

(a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per day, of engaging the Interpreters, including:

(i) base salary paid to the Interpreters;

(ii) employer's national insurance contributions;

(iii) Employer Pension Contributions;

(iv) car allowances;

(v) any other contractual employment benefits;

(vi) any remuneration to be paid to an Interpreter in accordance with the terms of engagement between the Supplier and any Interpreter

(vii) Staff and Interpreter training;

(viii) work place accommodation;

(ix) work place IT equipment and tools reasonably necessary to perform the Services (but not including items included within limb (b) below); and

(x) reasonable recruitment costs, as agreed with the Authority;

(b) costs incurred in respect of those Assets which are detailed on the Exit Registers and 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 Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those 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 delivery of the Services;

but excluding:

(i) Overhead;

(ii) financing or similar costs;

(iii) maintenance and support costs to the extent that these relate to maintenance and/or support services

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| | provided beyond the Term, whether in relation to Assets or otherwise;<br>(iv) taxation;<br>(v) fines and penalties; and<br>(vi) non-cash items (including depreciation, amortisation, impairments and movements in provisions) |
| **Counter Notice** | has the meaning given in paragraph 6.2 of Schedule 23 (Dispute Resolution Procedure) |
| **Rating Level** | a credit rating level as specified in Appendix A of Schedule 18 (Financial Distress) |
| **Credit Rating Threshold** | the minimum Credit Rating Level for each entity in the FDE Group as set out in Appendix B of Schedule 18 (Financial Distress) |
| **Critical National Infrastructure** | those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:<br>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or<br>(b) significant impact on the national security, national defence, or the functioning of the UK |
| **Critical Performance Failure** | (a) the Supplier triggers a Notifiable KPI Failure for six Months in any Contract Year; or<br>(b) the Supplier accrues Service Credits or Compensation for Unacceptable KPI Failure which together meet or exceed the Service Credit Cap |
| **Crown Body** | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf |

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| **Crown Copyright** | has the meaning given in the Copyright, Designs and Patents Act 1988 |
| **CRTPA** | the Contracts (Rights of Third Parties) Act 1999 |
| **Curtail** or **Curtailment** | where a Commissioning Body advises the Interpreter that the Booking Duration is reduced |
| **Data Loss Event** | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach |
| **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** | (a) the UK GDPR;<br>(b) the DPA 2018 to the extent that it relates to Processing of personal data and privacy;<br>(c) all applicable Law about the Processing of personal data and privacy; and<br>(d) (to the extent that it applies) the EU GDPR |
| **Data Subject** | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires |
| **Data Subject Request** | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data |
| **Deductions** | all Service Credits, Compensation for Unacceptable KPI Failure, ATP Payment or any other deduction which is paid or payable to the Authority under this Contract |
| **Default** | any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:<br>(a) in the case of the Authority, of its employees, servants, agents; or<br>(b) in the case of the Supplier, of its Sub-contractors, Interpreters or any Supplier Personnel,<br>in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other |

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| **Defect** | (a) any error, damage or defect in the manufacturing of a Deliverable; or<br><br>(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or<br><br>(c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test success criteria; or<br><br>(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test success criteria |
| **Delay** | (a) a delay in the Achievement of a Milestone by its Milestone Date; or<br><br>(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan |
| **Deliverable** | an item, feature or software or other materials delivered or to be delivered by the Supplier, or any Interpreter at or before a Milestone Date or at any other stage during the performance of this Contract including (without limitation) any translation materials |
| **Department** | 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:<br><br>(a) Government Department; or<br><br>(b) Non-Ministerial Department |
| **Dependent Parent Undertaking** | 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 |

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| | avoidance of doubt the provision of the Services in accordance with the terms of this Contract |
| **Detailed Implementation Plan** | the plan developed and revised from time to time in accordance with paragraphs 3 and 5 of Schedule 13 (Implementation Plan) |
| **Developed System** | any software or system that the Supplier is required to develop under this Contract either:<br>(a) as part of the Services; or<br>(b) as a requirement or part of a requirement to create or modify Software to:<br>(i) provide the Services; or<br>(ii) Handle Government Data |
| **Disaster** | the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of 4 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period |
| **Disaster Recovery Plan** | has the meaning given in paragraph 1.2.1(c) of Schedule 26 (Service Continuity Plan) |
| **Disaster Recovery Services** | the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster |
| **Disaster Recovery System** | the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services |
| **Disclosing Party** | has the meaning given in clause 19.1 (Confidentiality) |
| **Disclosing Party Group** | (a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier and any Interpreter; and<br>(b) where the Disclosing Party is the Authority, the Authority, any Commissioning Body and any Crown Body with which the Authority or the Supplier interacts in connection with this Contract |
| **Dispute** | any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to |

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| | resolve an issue by reference to the Dispute Resolution Procedure |
| **Dispute Notice** | a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute |
| **Dispute Resolution Procedure** | the dispute resolution procedure set out in Schedule 23 (Dispute Resolution Procedure) |
| **Documentation** | descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:<br>(a) is required to be supplied by the Supplier to the Authority under this Contract;<br>(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;<br>(c) is required by the Supplier in order to provide the Services; and/or<br>(d) has been or shall be generated for the purpose of providing the Services |
| **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 vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992 |
| **DPA 2018** | the Data Protection Act 2018 |
| **Drafting Party** | the Party that will prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Receiving Party for its signature |

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| **Due Diligence Information** | any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date |
| **EEA** | European Economic Area |
| **Effective Date** | the later of:<br>(a) the date on which this Contract is signed by both Parties; and<br>(b) the date on which the Condition Precedent has been satisfied or waived in accordance with clause 4.2 (Condition Precedent) |
| **EIRs** | the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Crown Body in relation to such Regulations |
| **Emergency Exit** | any termination of this Contract which is a:<br>(a) termination of the whole or part of this Contract in accordance with clause 30 (Termination Rights), except where the period of notice given under that clause is greater than or equal to six months;<br>(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to clause 30 (Termination Rights); or<br>(c) wrongful termination or repudiation of this Contract by either Party |
| **Employee Liabilities** | all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:<br>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;<br>(b) unfair, wrongful or constructive dismissal compensation;<br>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; |

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| | (d) compensation for less favourable treatment of part-time workers or fixed term employees;<br><br>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;<br><br>(f) employment claims whether in tort, contract or statute or otherwise;<br><br>(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation |
| **Employment Regulations** | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced |
| **Estimated Initial Service Charges** | the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model |
| **Estimated Year 1 Charges** | the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model |
| **Ethical Wall Agreement** | an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Appendix B of Schedule 25 (Exit Management) |
| **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 |
| **European Standard** | in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870 |
| **Exit Information** | has the meaning given in paragraph 2.1 of Schedule 25 (Exit Management) |
| **Exit Management** | services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 25 (Exit Management) |

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| **Exit Manager** | the person appointed by each Party pursuant to paragraph 1.2 of Schedule 25 (Exit Management) for managing the Parties' respective obligations under Schedule 25 (Exit Management) |
| **Exit Plan** | the plan produced and updated by the Supplier during the Term in accordance with paragraph 4 of Schedule 25 (Exit Management) |
| **Exit Registers** | a register or registers of all assets, sub-contract and other relevant agreements to be provided in accordance with Schedule 25 (Exit Management) |
| **Expedited Dispute Timetable** | the reduced timetable for the resolution of Disputes set out in paragraph 2 of Schedule 23 (Dispute Resolution Procedure) |
| **Expert** | in relation to a Dispute, a person appointed in accordance with paragraph 5.2 of Schedule 23 (Dispute Resolution Procedure) to act as an expert in relation to that Dispute |
| **Expert Determination** | determination by an Expert in accordance with paragraph 5 of Schedule 23 (Dispute Resolution Procedure) |
| **Extension Period** | a period or periods of up to 3 years from the end of the Initial Term to be agreed as one period of 3 years or three periods of 12 months |
| **Fast-track Change** | any Contract Change which the Parties agree to expedite in accordance with paragraph 7 of Schedule 22 (Change Control Procedure) |
| **FDE Group** | the Supplier, Key Sub-contractors and the Monitored Suppliers |
| **Final Supplier Personnel List** | has the meaning given in Schedule 28 (Staff Transfer) |
| **Financial Distress Event** | the occurrence of one or more of the events listed in paragraph 2.1 of Schedule 18 (Financial Distress) |
| **Financial Distress Remediation Plan** | a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard |
| **Financial Indicators** | in respect of the Supplier, Key Sub-contractors, means each of the financial indicators set out at |

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| | paragraph 4.1 of Schedule 18 (Financial Distress); and in respect of each Monitored Supplier, means those Applicable Financial Indicators |
| **Financial Model** | the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Authority in accordance with paragraph 2 of Part 2 of Schedule 19 (Financial Reports and Audit Rights) |
| **Final Reconciliation Report** | the final reconciliation report to be provided by the Supplier to the Authority pursuant to paragraph 1 of Part 2 of Schedule 19 (Financial Reports and Audit Rights) |
| **Financial Reports** | the Contract Inception Report and the reports listed in the table in paragraph 1.1 of Part 2 of Schedule 19 (Financial Reports and Audit Rights) |
| **Financial Representative** | a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports |
| **Financial Target Thresholds** | the target thresholds for each of the Financial Indicators set out at paragraph 4.1 of Schedule 18 (Financial Distress) |
| **Financial Transparency Objectives** | has the meaning given in paragraph 1 of Part 1 of Schedule 19 (Financial Reports and Audit Rights) |
| **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 any relevant Crown Body in relation to such Act |
| **Force Majeure Event** | any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain |

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| **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 |
| **Former Supplier** | a supplier supplying services to the Authority before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor) |
| **Fulfil** | shall be as described in Schedule 3 (Performance Levels) and **Fulfilled** shall be interpreted accordingly |
| **Fulfilled Booking** | a Booking which has been Fulfilled |
| **General Anti-Abuse Rule** | (a) the legislation in Part 5 of the Finance Act 2013; and<br>(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 |
| **Good Industry Practice** | at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws |
| **Goods** | has the meaning given in clause 9.5 (Supply of Goods) |
| **Government Data** | any:<br>(a) 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;<br>(b) Personal Data for which the Authority is a, or the, Data Controller; or<br>(c) any meta data relating to categories of data referred to in paragraphs (a) or (b);<br>that: |

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| | (i) is supplied to the Supplier by or on behalf of the Authority; or<br><br>(ii) the Supplier is required to generate, Process, Handle, store or transmit under this Contract; and<br><br>for the avoidance of doubt includes the Code and any meta data relating to the Code; |
| **Halifax Abuse Principle** | the principle explained in the CJEU Case C-255/02 Halifax and others |
| **Handle** | any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data |
| **Health and Safety Policy** | the health and safety policy of the Authority and/or other relevant Crown Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety |
| **Helpdesk** | is as defined in Schedule 2 (Services Description) |
| **Helpdesk Services** | is the provision of the Helpdesk in accordance with Schedule 2 (Services Description) |
| **HMCTS** | HM Courts & Tribunals Service |
| **HMRC** | HM Revenue & Customs |
| **ICT Policies** | the Authority's ICT policies attached at Appendix B of Schedule 5 (Security Requirements) (as updated and notified to the Supplier from time to time) |
| **Impact Assessment** | an assessment of a Change Request in accordance with paragraph 4 of Schedule 22 (Change Control Procedure) |
| **Impact Assessment Estimate** | has the meaning given in paragraph 3.3 of Schedule 22 (Change Control Procedure) |
| **Implementation Plan** | the Outline Implementation Plan or (if and when approved by the Authority pursuant to paragraph 3 of Schedule 13 (Implementation Plan)) the Detailed Implementation Plan as updated in accordance with paragraph 4 of Schedule 13 (Implementation Plan) from time to time |

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| **Implementation Services** | the implementation services described as such in Schedule 2 (Services Description) |
| **Implementation Services Commencement Date** | the date on which the Supplier is to commence provision of the first of the Implementation Services, as set out in the Outline Implementation Plan |
| **Indemnified Person** | the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract (including for the avoidance of doubt any Commissioning Body) |
| **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** and **Index** | the adjustment of an amount or sum in accordance with paragraph 3 of Part 2 of Schedule 15 (Charges and Invoicing) |
| **Information** | all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form) |
| **Initial Term** | the period of four (4) years from and including the Effective Date |
| **Initial Upload Date** | the occurrence of an event detailed in Appendix C (Records to Upload to Virtual Library) of Schedule 24 (Reports and Records Provisions) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library |
| **Insolvency Continuity Plan** | has the meaning given in paragraph 1.2.1(d) of Schedule 26 (Service Continuity Plan) |
| **Insolvency Event** | with respect to any person, means:<br>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:<br>(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or<br>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986 |

(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(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;

(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;

(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(f) where that person is a company, an LLP or a partnership:

(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, 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 scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;

(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

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| | | appointed an administrative receiver; or |
| | (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 |
| | (g) | any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above |
| **Intellectual Property Rights or IPRs** | (a) | copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; |
| | (b) | applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and |
| | (c) | all other rights having equivalent or similar effect in any country or jurisdiction |
| **Interpreter** | an individual appointed by the Supplier who has been Onboarded and noted on the Register, for the purposes of accepting Bookings placed by Commissioning Bodies for the provision of the Visual and Tactile Service Types | |
| **Interpreter Data** | information or data pertaining to the Interpreter required by the Quality and Assurance Supplier to verify the quality of the Services from the Interpreter and the Supplier | |
| **Interpreter Fee** | the direct cost charged to the Supplier by the Interpreter in respect of a specified Booking | |
| **Intervention Cause** | has the meaning given in clause 27.1 (Remedial Adviser) | |
| **Intervention Notice** | has the meaning given in clause 27.1 (Remedial Adviser) | |
| **Intervention Period** | has the meaning given in clause 27.2.3 (Remedial Adviser) | |

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| **Intervention Trigger Event** | (a) | any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event; |
| | (b) | a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; |
| | (c) | the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap |
| **IP Completion Day** | has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020 | |
| **IPRs Claim** | any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from Schedule 2 (Services Description) or the provisions of this Contract | |
| **IR35** | Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000 | |
| **IT** | information and communications technology | |
| **IT Environment** | the Authority System and the Supplier System | |
| **Joint Controllers** | has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires | |
| **Key Performance Indicator** | the key performance indicators set out in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels) | |
| **Key Personnel** | those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 29 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with clauses 14.9 and 14.10 (Key Personnel) | |
| **Key Roles** | a role described as a Key Role in Schedule 29 (Key Personnel) and any additional roles added from time to time in accordance with clause 14.9 (Key Personnel) | |

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| **Key Sub-contract** | each Sub-contract with a Key Sub-contractor |
| **Key Sub-contractor** | any Sub-contractor:<br>(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or<br>(b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract (as set out in the Financial Model) |
| **Know-How** | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Contract |
| **KPI Failure** | a failure to meet the Target Performance Level in respect of a Key Performance Indicator |
| **KPI Service Threshold** | shall be as set out against the relevant Key Performance Indicator in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels) |
| **Language Provider** | any other provider of language services to the Authority, being a party to the Collaboration Agreement from time to time |
| **Law** | any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply |
| **LED** | Law Enforcement Directive (Directive (EU) 2016/680) |
| **Licensed Software** | all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software |
| **Losses** | losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether |

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| | arising in contract, tort (including negligence), breach of statutory duty or otherwise |
| **Malicious Software** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence |
| **Management Information** | the management information specified in the Core Terms, Schedule 3 (Performance Levels), Schedule 15 (Charges and Invoicing) and Schedule 21 (Governance) and Schedule 24 (Reports and Records) to be provided by the Supplier to the Authority |
| **Material Change** | a Change which:<br>(a) materially changes the profile of the Charges; or<br>(b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by:<br>(i) 5% or more; or<br>(ii) £1m or more |
| **Material KPI Failure** | (a) a Serious KPI Failure; or<br>(b) a failure by the Supplier to meet a KPI Service Threshold |
| **Material SPI Failure** | (a) a failure by the Supplier to meet the SPI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or<br>(b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period |
| **Measurement Period** | in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12-month period if measured annually) |
| **Mediation Notice** | has the meaning given in paragraph 3.2 of Schedule 23 (Dispute Resolution Procedure) |

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| **Mediator** | the independent third party appointed in accordance with paragraph 4.2 of Schedule 23 (Dispute Resolution Procedure) to mediate a Dispute |
| **Method of Interpretation** | the different methods by which an Interpreter may provide the Services, being face to face interpretation services, and remote (video) interpretation services, as further described in Schedule 2 (Services Description) |
| **Milestone** | an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date |
| **Milestone Achievement Certificate** | the certificate to be granted by the Authority when the Supplier has Achieved a Milestone |
| **Milestone Date** | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved |
| **Minor KPI Failure** | shall be as set out against the relevant Key Performance Indicator in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels) |
| **Modern Slavery Assessment Tool** | the modern slavery risk identification and management tool which can be found online at: Modern Slavery Assessment Tool – Supplier Registration Service (cabinetoffice.gov.uk) |
| **Monitored Suppliers** | those entities specified at paragraph 4.2 of Schedule 18 (Financial Distress) |
| **Month** | a calendar month and **Monthly** shall be interpreted accordingly |
| **Multi-Party Dispute** | a Dispute which involves the Parties and one or more Related Third Parties |
| **Multi-Party Dispute Representatives** | has the meaning given in paragraph 8.6 of Schedule 23 (Dispute Resolution Procedure) |
| **Multi-Party Dispute Resolution Board** | has the meaning given in paragraph 8.6 of Schedule 23 (Dispute Resolution Procedure) |
| **Multi-Party Dispute Resolution Procedure** | has the meaning given in paragraph 8.1 of Schedule 23 (Dispute Resolution Procedure) |
| **Multi-Party Procedure Initiation Notice** | has the meaning given in paragraph 8.2 of Schedule 23 (Dispute Resolution Procedure) |
| **National Insurance** | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004) |

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| **NCSC** | the National Cyber Security Centre or any replacement or successor body carrying out the same function |
| **Net Book Value** | the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Contract |
| **New Fair Deal** | the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 including:<br>(a) any amendments to that document immediately prior to the Relevant Transfer Date;<br>(b) any similar pension protection as notified to the Supplier by the Authority |
| **New Qualification** | has the meaning given in clause 5.12 (Provision of Services) |
| **New Releases** | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item |
| **Non-Exclusive Assets** | those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value |
| **Non-Functional Requirements** | has the meaning given to it in Appendix A – List of Non-Functional Requirements of Schedule 5 (Security Requirements) |
| **Notifiable Default** | shall have the meaning given in clause 25.1 (Rectification Plan Process) |
| **Notifiable KPI Failure** | shall have the meaning given in Schedule 3 (Performance Levels) |
| **Notifiable SPI Failure** | shall have the meaning given in Schedule 3 (Performance Levels) |
| **Notified Sub-contractor** | a Sub-contractor identified in the Appendix to Schedule 28 (Staff Transfer) to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date |

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| **Object Code** | software and/or data in machine-readable, compiled object code form |
| **Occasion of Tax Non-Compliance** | (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:<br>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;<br>(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; and/or<br>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion |
| **Old Fair Deal** | HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004 |
| **Onboarded** | an Interpreter will be deemed to be onboarded when the Onboarding Process has been successfully completed |
| **Onboarding Process** | the process for the onboarding of Interpreters to the Register as set out in Schedule 2 (Services Description) |
| **Onerous Contract** | a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37 |
| **Onerous Contract Report** | a report provided by the Supplier pursuant to paragraph 3 of Part 1 of Schedule 19 (Financial Reports and Audit Rights) |

**Open Book Data**

complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

(a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;

(b) operating expenditure relating to the provision of the Services including an analysis showing:

(i) the unit costs and quantity of consumables and bought-in services;

(ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;

(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and

(iv) Reimbursable Expenses;

(c) Overheads;

(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;

(e) the Supplier Profit achieved over the Term and on an annual basis;

(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

(g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and

(h) the actual Costs profile for each Service Period

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| **Open Source** | computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source |
| **Operating Environment** | the Authority System and the Sites |
| **Operational Change** | any change in the Supplier's operational procedures which in all respects, when implemented:<br>(a) will not affect the Charges and will not result in any other costs to the Authority;<br>(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;<br>(c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and<br>(d) will not require a change to this Contract |
| **Operational Service Commencement Date** | in relation to an Operational Service, the later of:<br>(a) the date identified in the Implementation Plan upon which the Operational Service is to commence; and<br>(b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone |
| **Operational Services** | the operational services described as such in Schedule 2 (Services Description) |
| **Optional Services** | the services described as such in Schedule 2 (Services Description) which are to be provided by the Supplier if required by the Authority in accordance with clause 5.26 to 5.28 (Optional Services) |
| **Optional Services Implementation Plan** | the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority |
| **Ordinary Exit** | any termination of the whole or any part of this Contract which occurs:<br>(a) pursuant to clause 30 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such |

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| | clause is greater than or equal to six months; or<br><br>(b) as a result of the expiry of the Initial Term or any Extension Period |
| **Other Charges** | the miscellaneous items which comprise part of the Charges as detailed in Schedule 15 (Charges and Invoicing) |
| **Other Supplier** | any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time including without limitation any other Language Provider |
| **Outline Implementation Plan** | the outline plan set out at Appendix A of Schedule 13 (Implementation Plan) |
| **Overhead** | those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and/or Interpreters and accordingly included within limb (a) of the definition of **Costs** |
| **Overrun Unavailability** | has the meaning given in Schedule 3 (Performance Levels) |
| **Parent Undertaking** | has the meaning set out in section 1162 of the Companies Act 2006 |
| **Partial Termination** | the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in clause 30.3 (Partial Termination) or 30.2.2 (Termination by the Authority) or otherwise by mutual agreement by the Parties |
| **Parties and Party** | have the meanings respectively given on page 1 of this Contract |
| **Performance Failure** | a KPI Failure or an SPI Failure |
| **Performance Indicators** | the Key Performance Indicators and the Subsidiary Performance Indicators |
| **Performance Monitoring Report** | has the meaning given in Schedule 3 (Performance Levels) |

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| **Permitted Item** | those items which are permissible under this Contract to the extent set out in Table B of Appendix A of Schedule 4 (Standards) |
| **Permitted Maintenance** | has the meaning given in Schedule 3 (Performance Levels) |
| **Personal Data** | has the meaning given in the UK GDPR or the EU GDPR as the context requires |
| **Personal Data Breach** | has the meaning given in the UK GDPR or the EU GDPR as the context requires |
| **Pilot Services** | any new or additional services associated with the piloting of new technology or means of service delivery in connection with visual and tactile communication provision to the Authority, as agreed between the Authority and the Supplier |
| **Pilot Services Implementation Plan** | the implementation plan to effect the Pilot Services agreed between the Parties, to be developed by the Supplier and approved by the Authority |
| **Pre-Registered Interpreters** | an Interpreter that has been recorded or onboarded to the register of professional translators owned by the Authority and in use immediately prior to the Effective Date |
| **Prescribed Person** | a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies, as updated from time to time |
| **Processing** | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires, and "Process" shall be construed accordingly; |
| **Processor** | has the meaning given to it under 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 Sub-processor engaged in the performance of its obligations under this Contract |
| **Prohibited Act** | (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:<br>(i) induce that person to perform improperly a relevant function or activity; or |

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly 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 this Contract;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or

(d) 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 in the UK

**Prohibited Items**

those items which are not permissible under this Contract as set out at Table A of Appendix A of Schedule 4 (Standards)

**Project Specific IPRs**

(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or

(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;

but shall not include the Supplier Background IPRs or the Specially Written Software

**Provisional Supplier Personnel List**

has the meaning given in Schedule 28 (Staff Transfer)

**Protective Measures**

appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the

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| | effectiveness of the such measures adopted by it, including those outlined in Schedule 5 (Security Requirements) and Schedule 31 (Processing Personal Data |
| **Public Sector Dependent Supplier** | a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business |
| **Publishable Performance Information** | any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Appendix A which shall not constitute Commercially Sensitive Information |
| **Qualification** | any professional visual and tactile communication qualification from an accredited institution which verifies the credibility and capability of the Interpreter |
| **Qualification Level** | as defined in Appendix B of Schedule 2 (Services Description) |
| **Quality Assurance Board** | the body described in paragraph 4 of Schedule 21 (Governance) |
| **Quality and Assurance Supplier** | the supplier appointed by the Authority from time to time to perform quality and assurance services and maintain the Register in connection with the Services and the Interpreters |
| **Quality Plans** | has the meaning given in clause 6.1 (Quality Plans) |
| **Quarter** | the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract) |
| **Rating Agencies** | the rating agencies listed in Appendix A of Schedule 18 (Financial Distress) |
| **Receiving Party** | the Party which receives a proposed Change Authorisation Note for signature pursuant to paragraph 5.2 of Schedule 22 (Change Control Procedure) |
| **Recipient** | has the meaning given in clause 19.1 (Confidentiality) |
| **Records** | has the meaning given in paragraph 3.1 of Schedule 24 (Reports and Records Provisions) |
| **Rectification Plan** | a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default |

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| **Rectification Plan Failure** | (a) | the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in clauses 25.4 (Submission of the draft Rectification Plan) or 25.8 (Agreement of the Rectification Plan); |
| | (b) | the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to clause 25.7 (Agreement of the Rectification Plan); |
| | (c) | the Supplier failing to rectify a material Default within the later of: |
| | | (i) 30 Working Days of a notification made pursuant to clause 25.2 (Notification); and |
| | | (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default; |
| | (d) | a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred; and/or |
| | (e) | following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default |
| **Rectification Plan Process** | the process set out in clauses 25.4 (Submission of the draft Rectification Plan) to 25.9 (Agreement of the Rectification Plan) | |
| **Register** | a register, the data in which is owned by the Authority listing Interpreters who have been Onboarded as maintained and updated from time to time by the Quality and Assurance Supplier | |
| **Reimbursable Expenses** | reasonable out of pocket travel and subsistence expenses, properly and necessarily incurred in the performance of the Services | |
| **Related Service Provider** | any person who provides services to the Authority in relation to this Contract from time to time, which persons include as at the Effective Date any | |

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| | Language Provider and Quality and Assurance Supplier |
| **Related Third Party** | a party to:<br>(a) another contract with the Authority or the Supplier which is relevant to this Contract; or<br>(b) a sub-contract |
| **Relevant Authority or Relevant Authorities** | the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team |
| **Relevant IPRs** | IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software Third Party IPRs and Third Party Software but excluding any IPRs in the Authority Software and the Authority Background IPRs |
| **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 for Justice pursuant to section 9 of the Bribery Act 2010 |
| **Relevant Tax Authority** | HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established |
| **Relevant Transfer** | a transfer of employment to which the Employment Regulations applies |
| **Relevant Transfer Date** | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. Where the Supplier or a Sub-contractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Sub-contractor), references to the Relevant Transfer Date shall become references to the Operational Service Commencement Date |
| **Relief Notice** | has the meaning given in clause 28.2 (Authority Cause) |
| **Remedial Adviser** | the person appointed pursuant to clause 27.2 (Remedial Adviser) |
| **Remedial Adviser Failure** | has the meaning given in clause 27.6 (Remedial Adviser) |
| **Replacement Services** | any services which are the same as or substantially similar to any of the Services and which the Authority |

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| | receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party |
| **Replacement Sub-contractor** | 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) |
| **Replacement Supplier** | any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority) |
| **Request For Information** | a Request for Information under the FOIA or the EIRs |
| **Responsibilities Matrix** | has the meaning given in paragraph 4.6 of the Collaboration Agreement |
| **Review Report** | has the meaning given in paragraphs 6.2.1 to 6.2.3 of Schedule 26 (Service Continuity Plan) |
| **Security Level** | as defined in Table 3 in Appendix A of Schedule 2 (Services Description) |
| **Security Management Plan** | the Supplier's security management plan prepared pursuant to Schedule 5 (Security Requirements) a draft of which has been provided by the Supplier to the Authority and as subsequently developed and revised pursuant to paragraphs 2, 3 and 4 of Schedule 5 (Security Requirements) |
| **Security Policies** | the Authority's security policies attached at Appendix B of Schedule 5 (Security Requirements) (as updated and notified to the Supplier from time to time) |
| **Serious KPI Failure** | shall be as set out against the relevant Key Performance Indicator in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels) |
| **Service Charges** | the periodic payments made in accordance with Schedule 15 (Charges and Invoicing) in respect of the supply of the Operational Services |
| **Service Continuity Plan** | the plan prepared pursuant to paragraph 2 of Schedule 26 (Service Continuity Plan) which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan |
| **Service Continuity Services** | the business continuity, disaster recovery and insolvency continuity services set out in Schedule 26 (Service Continuity Plan) |

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| **Service Credit Cap** | (a) in the period of 12 months from the first Operational Service Commencement Date to occur after the Effective Date, 7% of the Estimated Initial Service Charges; and<br><br>(b) during the remainder of the Term, 7% of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued |
| **Service Credits** | credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with paragraph 3 of Part 2 of Schedule 15 (Charges and Invoicing) |
| **Service Period** | a Month, save that:<br><br>(a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and<br><br>(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term |
| **Service Points** | in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the sixth column of the table in Appendix A of Schedule 3 (Performance Levels) |
| **Service Transfer** | 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 |
| **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 |
| **Services** | any and all of the services to be provided by the Supplier under this Contract, including those set out in Schedule 2 (Services Description) which shall include without limitation, the Visual and Tactile Communication Services, Visual and Tactile Communication Service Types, Booking Service, bespoke services and any Pilot Services or Optional Services |
| **Services Description** | the services description set out in Schedule 2 (Services Description) |

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| **Severe KPI Failure** | shall be as set out against the relevant Key Performance Indicator in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels) |
| **Short Notice Cancellation** | (a) the cancellation or amendment (only to the extent that the Booking can therefore not be Fulfilled) of a Booking by a Commissioning Body made after 9am fourteen (14) calendar days immediately prior to the Booking Date; or<br>(b) where the Interpreter attempts to attend a Booking, but the Booking does not proceed due to no fault of the Supplier or the Interpreter |
| **Sites** | any premises (including the Authority Location, the Supplier's premises or third party premises):<br>(a) from, to or at which:<br>(i) the Services are (or are to be) provided; or<br>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or<br>(b) where:<br>(i) any part of the Supplier System is situated; or<br>(ii) any physical interface with the Authority System takes place |
| **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 |
| **Social Value** | the additional social benefits that can be achieved in the delivery of the Contract, set out in the Authority's Requirements |
| **Social Value SPI** | the Social Value performance indicators set out in Table 2 of Part 1 of Appendix A Schedule 3 (Performance Levels) |
| **Software** | Specially Written Software, Supplier Software and Third Party Software |
| **Source Code** | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the |

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| | use, reproduction, maintenance, modification and enhancement of such software |
| **Specially Written Software** | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract. |
| **Specific Change in Law** | a Change in Law that relates specifically to the business of the Authority and which would not affect a comparable supply |
| **SPI Failure** | a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator |
| **SPI Service Threshold** | shall be as set out against the relevant Subsidiary Performance Indicator in Table 2 in Part 1 of Appendix A of Schedule 3 (Performance Levels) |
| **Staffing Information** | 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, the information required in Appendix E2: Staffing Information of Schedule 28 (Staff Transfer) in that format specified together with employee liability information specified in regulation 11(2) and 11(3) and if applicable 11(4) of the Employment Regulations and such other information as the Authority may reasonably require. The Authority may acting reasonably make changes to the format or information requested in Appendix E2: Staffing Information of Schedule 28 (Staff Transfer) from time to time |
| **Standards** | the standards, polices and/or procedures identified in Schedule 4 (Standards) |
| **Standards Hub** | the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/ |
| **Strategic Board** | the body described in paragraph 3 of Schedule 21 (Governance) |
| **Strategic Supplier** | those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers |
| **Sub-contract** | any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub- |

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| | contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof |
| **Sub-contractor** | any third party with whom:<br>(a) the Supplier enters into a Sub-contract; or<br>(b) a third party under (a) above enters into a Sub-contract,<br>or the servants or agents of that third party |
| **Sub-processor** | any third party appointed to Process Personal Data on behalf of the Processor related to this Contract |
| **Subsidiary Performance Indicator (SPI)** | the performance indicators set out in Table 2 of Part 1 of Appendix A of Schedule 3 (Performance Levels) |
| **Subsidiary Undertaking** | has the meaning set out in section 1162 of the Companies Act 2006 |
| **Successor Body** | has the meaning given in clause 33.4 (Assignment and Novation) |
| **Suggested Challenge** | a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub |
| **Supplier Assets** | all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets |
| **Supplier Background IPRs** | (a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or<br>(b) Intellectual Property Rights created by the Supplier independently of this Contract,<br>which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software |
| **Supplier Change Manager** | the person appointed to that position by the Supplier from time to time and notified in writing to the |

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| | Authority or, if no person is notified, the Supplier Representative |
| **Supplier Equipment** | the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services |
| **Supplier's Final Supplier Personnel List** | a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date |
| **Supplier Group** | the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings |
| **Supplier Management Board** | the body described in paragraph 5 of Schedule 21 (Governance) |
| **Supplier Non-Performance** | has the meaning given in clause 28.1 (Authority Cause) |
| **Supplier Personnel** | any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor in the management or performance of the Supplier's obligations under this Contract, but Supplier Personnel shall not include any Interpreter. |
| **Supplier's Provisional Supplier Personnel List** | 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 |
| **Supplier Representative** | the representative appointed by the Supplier pursuant to clause 11.3 (Representatives) |
| **Supplier Request** | a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute |
| **Supplier Software** | software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (Software) |
| **Supplier Solution** | the Supplier's solution for the Services set out in Schedule 8 (Supplier Solution) including any Appendices of that Schedule |
| **Supplier System** | the information and communications technology system used by the Supplier in implementing and |

performing the Services including the Software, the Supplier Equipment, the Booking Service configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System)

**Supplier Termination Event**

(a) the Supplier's level of performance constituting a Critical Performance Failure in accordance with clause 7.6 (Critical Performance Failure);

(b) the Supplier committing a material Default which is irremediable;

(c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in clause 23.6.1 (Financial and other Limits);

(d) a Remedial Adviser Failure;

(e) a Rectification Plan Failure;

(f) where a right of termination is expressly reserved in this Contract, including pursuant to:

(i) clause 17 (IPRs Indemnity);

(ii) clause 32 (Compliance)

(iii) clause 36.6.2 (Prevention of Fraud and Bribery); and/or

(iv) paragraph 5 of Schedule 18 (Financial Distress);

(g) the representation and warranty given by the Supplier pursuant to clauses 3.2.8 or 3.2.9 (Warranties) being materially untrue or misleading;

(h) the Supplier committing a material Default under clause 10.16 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to clause 10.16 (Promoting Tax Compliance) which in the reasonable opinion of the Authority are acceptable;

(i) the Supplier committing a material Default under any of the following clauses:

(i) clause 21 (Protection of Personal Data);

(ii) clause 20 (Transparency and Freedom of Information);

(iii) clause 19 (Confidentiality);

(iv) clause 32 (Compliance);

(v) in respect of any security requirements or Cyber Essentials obligations set out in Schedule 2 (Services Description) or Schedule 5 (Security Requirements);

(vi) in respect of any requirements set out in clause 16 (Intellectual Property Rights) and/or

(vii) in respect of any requirements set out in Schedule 28 (Staff Transfer);

(j) an Insolvency Event occurring in respect of the Supplier;

(k) a guarantee ceasing to be valid or enforceable for any reason (without the guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the guarantor or with another guarantor which is acceptable to the Authority);

(l) a change of Control of the Supplier unless:

(i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

(ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the change of Control;

(m) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to clause 15.10 (Appointment of Key Sub-contractors);

(n) any failure by the Supplier to enter into or to comply with an Admission Agreement under Schedule 28 (Staff Transfer);

(o) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the

procurement procedure leading to the award of this Contract;

(p) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;

(q) the Supplier is in material Default of any Joint Controller Agreement relating to the Contract;

(r) a Default that occurs and continues to occur on one or more occasions within 6 Months following the Authority serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract; or

(s) the Supplier or its Affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them

**Supply Chain Map**

details of (i) the Supplier, (ii) all Sub-contractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Sub-contractor, setting out at least:

(a) The name, registered office and company registration number of each entity in the supply chain;

(b) the function of each entity in the supply chain; and

(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain.

**Supply Chain Transparency Report**

the report provided by the Supplier to the Authority in the form set out in Appendix D of Schedule 24 (Reports and Records Provisions)

**Supporting Documentation**

sufficient information in writing to enable the Authority reasonably to assess whether the Charges and other sums due from the Authority detailed in the information are properly payable, including copies of any receipts

**Sustainability Reports**

written reports to be completed by the Supplier containing the information outlined in Table C of Appendix A of Schedule 4 (Standards)

**Target Performance Level**

the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Appendix A of Schedule 3 (Performance Levels)

| | |
|---|---|
| **Telephone Booking Service** | the provision of telephone accessible placement of Bookings, in accordance with Schedule 2 (Services Description) and Schedule 3 (Performance Levels) |
| **Term** | the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract |
| **Termination Assistance Notice** | has the meaning given in paragraph 5.1 of Schedule 25 (Exit Management) |
| **Termination Assistance Period** | in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to paragraph 5.2 of Schedule 25 (Exit Management) |
| **Termination Date** | the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate |
| **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 this Contract (or any part thereof) on a specified date and setting out the grounds for termination |
| **Termination Services** | the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Appendix A of Schedule 25 (Exit Management), and any other services required pursuant to the Termination Assistance Notice |
| **Tests and Testing** | any tests required to be carried out under this Contract, as further described in any Implementation Plan, Optional Services Implementation Plan or Pilot Services Implementation Plan and **Tested** shall be construed accordingly |
| **Third Party Auditor** | an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 24 (Reports and Records Provisions) |
| **Third Party Beneficiary** | has the meaning given in clause 40.1 (Third Party Rights) |
| **Third Party Contract** | a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in **Error! Reference source not found.** (Third Party Contracts) |

| | |
|---|---|
| **Third Party IPRs** | Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services |
| **Third Party Provisions** | has the meaning given in clause 40.1 (Third Party Rights) |
| **Third Party Software** | software which is proprietary to any third party (other than an Affiliate of the Supplier) or any open source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (Software) |
| **Training** | has the meaning given in Schedule 2 (Services Description) |
| **Transferring Assets** | has the meaning given in paragraph 6.2.1 of Schedule 25 (Exit Management) |
| **Transferring Contracts** | has the meaning given in paragraph 6.2.3 of Schedule 25 (Exit Management) |
| **Transferring Authority Employees** | those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date |
| **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 Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date |
| **Transparency Information** | has the meaning given in clause 20.1 (Transparency and Freedom of Information) |
| **Transparency Reports** | has the meaning given in paragraph 1.1 of Schedule 24 (Reports and Records Provisions) |
| **UK** | the United Kingdom |
| **UK GDPR** | has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018 |
| **UK Public Sector Business** | any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire |

| | |
|---|---|
| | and rescue, education bodies and devolved administrations |
| **Unacceptable KPI Failure** | the Supplier failing to achieve the KPI Service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period |
| **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 |
| **Unfulfilled** | shall mean a Booking which is not Fulfilled |
| **Update Requirement** | the occurrence of an event detailed in Appendix C (Records to Upload to Virtual Library) of Schedule 24 (Reports and Records Provisions) which requires the Supplier to update the relevant information hosted on the Virtual Library |
| **Updates** | in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item |
| **Upgrades** | any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term |
| **Urgency Type** | as defined in Table 2 in Appendix A of Schedule 2 (Services Description) |
| **Urgent Booking** | a Booking placed by a Commissioning Body with Urgency Type 1 (as defined within Schedule 2 (Services Description)) |
| **VAT** | value added tax as provided for in the Value Added Tax Act 1994 |
| **Video Production Charges** | the charges for the Video Production Services as set out in Appendix C of Schedule 15 (Charges and Invoicing) |
| **VCSE** | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives |

| | |
|---|---|
| **Video Production Services** | the video production services as more particularly described in Schedule 2 (Services Description) |
| **Virtual Library** | the data repository hosted by the Supplier containing the information about this Contract and the Services provided under it in accordance with Schedule 24 (Reports and Records Provisions) |
| **Visual and Tactile Communication Services** | the visual and tactile communication services provided by the Supplier and as more particularly described in Schedule 2 (Services Description) |
| **Visual and Tactile Communication Service Type** | each of the different service types of visual and tactile communication as set out in paragraph 2.1.5 and Appendix B of Schedule 2 (Services Description) |
| **Waste Hierarchy** | prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:<br>(a) Prevention;<br>(b) Preparing for re-use;<br>(c) Recycling;<br>(d) Other Recovery; and<br>(e) Disposal |
| **Worker** | any individual that personally performs, or is under an obligation personally to perform services for the Authority, including Interpreters |
| **Work Hours** | the number of hours (each 60-minute period) and partial hours (to the closest 15-minute period rounding up) that an Interpreter is required to deliver the relevant Booked Services as set out in the relevant Booking |
| **Working Days** | any day other than a Saturday, Sunday or public holiday in England and Wales |
| **Zero Hours Contract** | as it relates to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement |

## Schedule 2

## Services Description

### 1 Definitions

1.1 In this Schedule, the following definitions shall apply:

| | |
|---|---|
| **Acceptance Testing** | the user acceptance testing referenced in Appendix A to Schedule 13 (Implementation Plan) |
| **Ad Hoc Audit** | has the meaning given to it in Appendix H (Role of the Quality and Assurance Supplier) of this Schedule |
| **API** | an application programming interface |
| **Assessment** | Individual Assessments and Planned Assessment |
| **Baseline Security Requirements** | the Authority's baseline security requirements, the current copy of which is contained in Table 3 of Appendix A (Baseline Security Requirements) of this Schedule, as updated from time to time by the Authority and notified to the Supplier |
| **Booking Information** | includes all information in respect of the Booking including those detailed at paragraph 9.30 |
| **Booking Service Drop Dead Date** | fourteen (14) Working Days before Operational Service Commencement Date |
| **Communication Method** | an email from Secure Email to a dedicated email address or telephone call to a dedicated telephone number |
| **Complainant** | the individual/organisation who has made a Complaint in respect of the provision of the Services and/or the Interpreter |
| **Complaint** | any communication received (regardless of the status of the complainant) that expresses a negative comment regarding the Services and seeks a response |
| **Complaints Policy** | has the meaning given to it in paragraph 21.1 |
| **CPD** | continuing professional development |
| **Identification Badge** | the identification required to be worn by the Interpreter containing the information set out in paragraph 4.1.5 |
| **Implementation Period** | the period following the Implementation Services Commencement Date during which the Supplier is carrying out Implementation Services |

| | |
|---|---|
| **Individual Assessment** | an assessment of the Interpreter's ability and experience carried out by the Quality and Assurance Supplier |
| **Jurisdiction** | a division of a court (Criminal, Civil and Family) or Tribunal |
| **Legal Body** | any body established by law to undertake administrative or judicial functions |
| **Normal Working Hours** | 07:00 to 19:00 Monday to Friday (excluding bank holidays) and any other times and dates notified in writing by a Commissioning Body to the Supplier |
| **Planned Assessment** | an assessment of the Interpreter's ability and experience carried out by the Quality and Assurance Supplier |
| **Priority Complaints** | those raised by the Commissioning Body whilst a Booking is being undertaken |
| **Recording** | has the meaning given to it in paragraph 6.2 |
| **Relationship Manager** | has the meaning given to it in paragraph 22.1.1 |
| **Service Audits** | an audit of the Supplier in accordance with paragraph 30 |
| **Security Clearance** | the clearance required in respect of each Interpreter in accordance with Appendix D |
| **Security Level** | as set out in Table 3 of Appendix A |
| **Sensitive Subject Matter** | material which some people may find distressing including material relating to mental and physical violence, sexual acts, sexual assault, the harm or abuse of children or vulnerable adults, terrorism and hate crime |
| **Service End User** | the individual/individuals who is being translated by the Interpreter |
| **Supplier Code** | has the meaning given to it in paragraph 20.7 |
| **Supplier Management Boards** | has the meaning given to it in Schedule 21 (Governance) |
| **Trainee Scheme** | the trainee scheme developed by the Quality and Assurance Supplier for the Authority |
| **URN** | unique reference number |

## 2 General requirements

2.1 The Supplier shall:

2.1.1 maintain a pool of Interpreters which will meet the demands and requirements of the Contract, covering the full ranges of Visual and Tactile Communication Service Types as outlined in paragraph 2.1.5 and at all Authority Locations outlined in Schedule 34 (Authority Locations) to ensure fulfilment in accordance with Schedule 3 (Performance Levels);

2.1.2 provide an Interpreter for each Booking in accordance with the requirements of the Booking, which includes the:

(a) identity of the Commissioning Body and contact details, including the name of the individual requester;

(b) Method of Interpretation (Face to Face or Video);

(c) the Visual and Tactile Communication Services required;

(d) the Booking Date, Booking Start Time and Booking Duration;

(e) the anticipated duration of the Booking;

(f) the Authority Location if a Face to Face Interpretation;

(g) Technical access details if a Video interpretation;

(h) Jurisdiction eg, a particular division within a Court;

(i) Urgency Type (as set out in Table 1 of Appendix A);

(j) Security Level (as set out in Table 3 of Appendix A);

(k) Qualification Level; and

(l) any other requirements relating to the Booking eg female Interpreter;

2.1.3 provide suitably qualified and vetted Interpreters to fulfil Bookings twenty-four (24) hours a day and every day of the year;

2.1.4 ensure that all Interpreters it provides are operating and based in the United Kingdom;

2.1.5 provide Visual and Tactile Communication Services which may be required for a Booking set out below as a minimum. This is not an exhaustive list, and the Authority may update this as required during the lifetime of the contract.

(a) British Sign Language interpreters (BSL);

(b) Welsh in Welsh Sign Language;

(c) foreign sign language interpreters;

(d) deaf relay (intra-lingual language modification);

(e) lipspeakers;

(f) lipreaders;

(g) interpreter deafblind, including visual frame, hands on and manual;

(h) speech-to-text reporting;

(i) electronic and manual notetakers;

(j) sign supported English;

(k) video relay interpreting services;

(l) conferencing interpreting;

(m) consecutive or simultaneous interpreting;

(n) cued speech and Makaton;

(o) British Sign Language video interpreting and production.

2.1.6 The Supplier shall have a process to enable it to identify and advise which Visual and Tactile Communication Service Type is the subject of the Commissioning Body's requirement, where the Commissioning Body has been unable to do so.

2.1.7 The requirements in respect of Urgency Types and Security Levels for each Method of Interpretation are in accordance with Table 1 in Appendix A and for Visual and Tactile Communication Services and Qualification Levels in Appendix B.

2.1.8 Where the Booking is for the Criminal Justice System (Crime), prior to assigning an Interpreter to a Booking, the Supplier shall:

(a) confirm with the Interpreter that they have not previously provided interpretation services in relation to the same case, either for the Police, the Crown Prosecution Service, the defendant's solicitors or any witnesses at any stage prior to the Booking and shall evidence this to the Commissioning Body; and

(b) shall not assign to a Booking an Interpreter from whom it has been unable to obtain such a confirmation unless they have obtained confirmation from the relevant Commissioning Body in accordance with paragraph 2.1.9.

2.1.9 Where the Supplier is unable to provide an Interpreter because of inability to obtain the confirmation referred to in paragraph 2.1.8, the Supplier may use an Interpreter who has been used in the same case in the manner described in paragraph 2.1.8, provided that the Supplier has obtained the express prior agreement of the Commissioning Body.

2.1.10 Promote compliance of the Authority Code of Conduct and Ethics in Appendix C by all Interpreters, at all times;

2.1.11 Address any non-compliance by an Interpreter with the Authority Code of Conduct and Ethics in Appendix C through the complaints process; and

2.1.12 provide only Interpreters who:

(a) have successfully completed the Onboarding Process in full; or

(b) are Pre-Registered Interpreters at the Operational Service Commencement Date.

2.2 The Supplier agrees that, if in relation to the provision of the Services in accordance with this Schedule it is required to obtain the agreement, confirmation, acceptance or approval of the Authority or other Commissioning Body, such agreement, confirmation, acceptance or approval shall be taken to have been obtained only if given by the Authority or other relevant Commissioning Body:

2.2.1 in writing, including via the Booking Service; and

2.2.2 if given verbally once it has been confirmed in writing.

**Welsh language requirements**

2.3 The HMCTS Welsh Language Scheme sets out how, in the conduct of public business and the administration of justice in Wales, the English and Welsh languages will be treated on a basis of equality. More information on the Welsh Language Scheme and the Welsh Language Act 1993 can be found here:

2.3.1 HMCTS Welsh Language Scheme; and

2.3.2 Welsh Language Act 1993 (legislation.gov.uk).

2.4 The Supplier shall comply with the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Service.

2.5 The Authority intends to use the HMCTS Welsh Language Unit (WLU) for Welsh interpretation and translation services in Wales.

2.6 The Authority will use this Contract where the WLU is unable to meet the requirements of a request, or the demand for their services.

2.7 All work in relation to Welsh Language translation and/or interpretation must be conducted by members of Cymdeithas Cyfieithwyr Cymru (The Association of Welsh Translators and Interpreters).

2.8 The Supplier shall ensure that, where Services are provided within the jurisdiction of Wales, and the end-to-end Booking Service must comply with:

2.8.1 laws relating to the use of the Welsh Language including the Welsh Language Measure 2016.

## 3 Quality of interpretation

3.1 The Supplier shall hold certification for Interpreting which should be delivered in accordance with the guidance set out in ISO 18841:2018.

3.2 The Supplier shall hold certification for complex legal interpreting which should be delivered in accordance with the guidance set out in ISO 20228:2019 or equivalent industry standard.

3.3 The Supplier shall ensure that all certification in accordance with paragraph 3.1 and 3.2 is held from the Effective Date and is valid for the duration of the Contract.

## 4 Face to Face interpretation services

4.1 The Supplier shall:

4.1.1 provide an Interpreter for Face-to-Face interpretation services to aid communication with deaf and deafblind people and others requiring support to access English where specified in a Booking;

4.1.2 ensure that an Interpreter attends the Authority Location specified in the Booking, including but not limited to those Authority Locations set out in Schedule 34 (Authority Locations);

4.1.3 ensure that the Interpreter arrives at the Authority Location specified in the Booking and is ready to start work at the Booked Start Time;

4.1.4 ensure that each Interpreter wears an Identification Badge at all times when at an Authority Location. If the Interpreter does not wear their Identification Badge, they will be denied access to the Authority Location and the Booking will become Unfulfilled;

4.1.5 ensure the identification badge includes as a minimum:

(a) a clear and up to date passport sized photograph of the Interpreter;

(b) the Interpreters full name as it appears on the Register;

(c) the current Security Clearance of the Interpreter;

(d) the Visual and Tactile Communication Services in which they provide interpretation;

(e) a heading which states "MoJ Approved Interpreter";

(f) unique reference number as it appears on the Register, and Qualification Level for each Visual and Tactile Communication Service Type;

4.1.6 be responsible for issuing the identification badge to the Interpreter having verified the information in paragraph 4.1.5 and issuing a new identification badge, as and when any changes occur to the information.

**Attendance of Interpreters to support legal proceedings or investigations**

4.2 Commissioning Bodies may require an Interpreter to provide a witness statement to support legal proceedings or investigations which may be related to:

4.2.1 a Booking they have undertaken for the Commissioning Body; and/or

4.2.2 an incident that occurs whilst they are at an Authority Location.

4.3 If required by a Commissioning Body and/or a Legal Body, the Supplier shall ensure that each Interpreter provides a witness statement after completing the Booking and before leaving the Authority Location.

4.4 The Supplier shall ensure that, in connection with a Booking completed by an Interpreter, the Interpreter shall:

4.4.1 attend the premises of a Legal Body, where required for any reason by the Commissioning Body and/or the Legal Body; and

4.4.2 comply with all requirements of Law in relation to attendance and representation at such premises.

## 5 Video Interpretation service

5.1 The Supplier shall:

5.1.1 provide an Interpreter for Video Interpretation Bookings to aid communication with deaf and deafblind people and others requiring support to access English over a technological medium, including via secure video link, converting Visual and Tactile Communication Services to speech, and vice versa enabling all parties to communicate with each other;

5.1.2 provide Video Interpretation:

(a) where specified in the Booking; or

(b) if Approved by the Commissioning Body, to provide a face to face interpretation Booking where an Interpreter cannot attend the specified Authority Location in person;

5.1.3 have a solution to provide a platform that is compatible with the Authority technical requirements as set out in Non-Functional Requirements in Schedule 5

(Security Requirements) to enable Video Interpretation for Commissioning Bodies who require it;

5.1.4 ensure its Video Interpretation service is compatible with common conferencing technology including but not limited to:

(a) web camera;

(b) tablet device;

(c) smartphone;

(d) video phone; and

(e) video conferencing applications including MS Teams, Google Meet and Zoom;

5.1.5 ensure that the Interpreter has the details of the Booking within:

(a) thirty (30) minutes of the Supplier receiving the remote link for Bookings made with less than seventy-two (72) hours' notice; and

(b) one (1) Working Day for Bookings made with more than seventy-two (72) hours' notice;

5.1.6 ensure that the Interpreter uses the details provided in the Booking to join the video call on the date and time as specified in the Booking;

5.1.7 ensure that the Interpreter can use the links provided for the following Commissioning Body platforms:

(a) HMCTS Video Hearing Platform;

(b) Cloud Video Platform; and

(c) any other platform used by a Commissioning Body as agreed between the Parties during the Implementation Period and at any time during the Term;

5.1.8 ensure that all Interpreters are in an appropriately secure environment when providing Video Interpretation, free from noise and in accordance with the Authority's data security guidelines set out in Schedule 5 (Security Requirements);

5.1.9 ensure the Interpreter has the camera switched on with a neutral and professional background applied;

5.1.10 ensure the Interpreter has sufficient broadband speed to sustain a Video Interpretation Booking;

5.1.11 have an escalation process to enable Interpreters to contact the Supplier immediately in case of any technical issues;

5.1.12 contact the Commissioning Body immediately if there are any technical problems preventing the Interpreter attending the call; and

5.1.13 ensure that each Interpreter wears their Identification Badge at all times when attending a Video Interpretation. If the Interpreter does not wear their Identification Badge, they will be denied access to the Authority Location and the Booking will become Unfulfilled.

## 6 Recording Video interpretation

6.1 The Supplier shall enable the recording of Video interpretation. Only Commissioning Bodies, when Booking these services, may opt out of recording the Booking.

6.2 Where Video interpretation is recorded (a **Recording**), the Supplier shall securely store and handle copies of the Recordings in accordance with the requirements set out in Schedule 5 (Security Requirements). This process shall be shared with the Authority during the Implementation Period for Approval.

6.3 All Intellectual Property Rights in the Recordings are owned by the relevant Commissioning Body.

6.4 At the request of a Commissioning Body or the Quality and Assurance Supplier, the Supplier shall, as soon as reasonably practicable, provide copies of Recordings within:

6.4.1 three (3) Working Days for a Commissioning Body request; and

6.4.2 five (5) Working days for a Quality and Assurance Supplier request.

6.5 The Supplier shall not share Recordings with any person other than a Commissioning Body or the Quality and Assurance Supplier without Approval.

6.6 The Supplier shall ensure that Interpreters are unable to make or keep their own copies of any Video interpretation calls.

## 7 Video production and interpreting

7.1 The Supplier shall:

7.1.1 provide an Interpreter for Video production and interpretation to aid communication with deaf and deafblind people and others requiring support to access English where specified in the Booking, including but not limited to:

(a) British Sign Language video production and interpreting;

(b) Video production and interpreting;

7.1.2 provide a video interpretation and production service, converting speech or written document(s) to a Visual and Tactile Communication Service Type via the medium of video.

7.1.3 If requested, the Supplier shall ensure the following minimum provisions are supplied:

(a) Logo/branding and placement of the Authority or Commissioning Body;

(b) Background to include branding on background, colour of background or use of template;

(c) Captions (colour and font to be used);

(d) Interpreter identity/diversity requirements (including deaf/hard of hearing; ethnicity; gender; other protected characteristics).

7.2 The Supplier shall ensure that the quality of the video production shall include as a minimum:

7.2.1 BSL interpretation should mirror the pace and significance of the translated material;

7.2.2 interpreting presenter appears on screen in sufficient size and full view including the top half of the body for good visibility of all signs;

7.2.3 with sufficient and indirect lighting on the interpreting presenter;

7.2.4 facial expressions should be clearly visible and not obscured or pixelated;

7.2.5 sufficient space around the interpreting presenter must be included to ensure that hand movements are not cut off;

7.2.6 overlay of the interpreting presenter must not impair any background visuals;

7.2.7 when transitions are used for subsequent shots and editing purposes, the transitions should be functional and should not distract from or interfere with the sign language.

7.3 The Supplier shall demonstrate their commitment to user led services by assigning Bookings to native BSL speakers, to deliver video interpreting Bookings in the first instance, unless directed by the Commissioning Body to do otherwise. Should native BSL speakers not be available to deliver the Booking by the requested date, the Supplier shall utilise their pool of registered Interpreters to deliver instead.

7.4 The Supplier shall perform quality assurance checks in accordance with paragraph 7.2, following completion of the video prior to submitting the completed product to the Authority.

## 8 The Booking Service

8.1 The Supplier shall provide, host and maintain an online Booking Service to be used by Commissioning Bodies to book the services of Interpreters, including the amendment, cancellation, notification, and processing of Bookings and submitting complaints.

8.2 The Supplier shall ensure that the Booking Service can be accessed by all Commissioning Bodies and the Quality and Assurance Supplier.

8.3 During the Implementation Period the Supplier shall work with the Authority to develop, review, and test the Booking Service and shall ensure that the Booking Service complies with all the requirements set out in the Contract.

8.4 The Supplier shall comply with Schedule 13 (Implementation Plan) in relation to the Acceptance Testing of the Booking Service to ensure that the Booking Service is live and able to take Bookings as per Schedule 2 (Services Description) by the Booking Service Drop Dead Date.

8.5 The Supplier shall provide for the secure public cloud hosting of the Booking Service on a secure platform in accordance with the requirements in Schedule 5 (Security Requirements).

8.6 The Supplier shall ensure that the Booking Service and the secure platform comply with the security requirements set out in Non-Functional Requirements in Schedule 5 (Security Requirements).

8.7 Subject to paragraph 9.51 – 9.59 (Booking Service Maintenance), the Supplier shall ensure that the Booking Service is available for use by Commissioning Bodies twenty-four (24) hours a day and every day of the year in accordance with the Non-Functional Requirements in Schedule 5 (Security Requirements).

8.8 The Supplier shall ensure that the Booking Service includes such information as is reasonably necessary to ensure compliance with Law and Good Industry Practice.

8.9 The Booking Service shall have the functionality to enable Commissioning Bodies to provide feedback on the Booking Service and the Supplier shall suggest any changes and improvements in accordance with Schedule 22 (Change Control Procedure).

8.10 The Supplier shall:

8.10.1 in the event of any changes to the Booking Service which affect the Authority and Commissioning Bodies, provide, within an agreed timescale, appropriate training and guidance documents to all Commissioning Bodies prior to implementation of these changes in accordance with paragraph 26 (Training and Guidance for Commissioning Bodies); and

8.10.2 in the event of significant changes to the Booking Service, the Supplier and the Authority shall follow the Change Control Process as set out in Schedule 22 (Change Control Procedure).

## 9 The Booking Service – user requirements

**Case management – new Booking**

9.1 The Booking Service shall include the following mandatory fields, for each individual Booking as minimum:

9.1.1 Method of Interpretation, (Face to Face or Video);

9.1.2 Assignment type;

9.1.3 Qualification Level as per Appendix B;

9.1.4 Security Levels as per Table 3 in Appendix A;

9.1.5 Commissioning Body;

9.1.6 Jurisdiction;

9.1.7 Authority Location;

9.1.8 Commissioning Body unique reference number;

9.1.9 Visual and Tactile Communication Service Type;

9.1.10 Booking Start time;

9.1.11 Booking duration;

9.1.12 Sensitive Subject Matter;

9.1.13 email addresses of all who should be notified in accordance with paragraph 9.12; and

9.1.14 if remote interpretation is not appropriate for Booking.

9.2 The Booking Service shall notify the Commissioning Body when there is an outstanding mandatory field and prohibit a Booking from being placed until all mandatory fields are completed.

9.3 The Booking Service shall allow for non-mandatory fields to include as a minimum:

9.3.1 preferred gender of Interpreter;

9.3.2 preferred Interpreter for continuity;

9.3.3 precluded Interpreter if there is a conflict;

9.3.4 other information for Interpreter (free text box);

9.3.5 links for Video Interpretation Booking, if relevant (free text box); and

9.3.6 is the Booking a priority and why (free text box).

9.4 The Authority may request amendments to the mandatory and non-mandatory fields in accordance with Schedule 22 (Change Control Procedure).

9.5 The Booking Service shall allow auto-population of the Qualification Level of the Interpreter based on the type of assignment selected for the Booking. This shall include a function to

allow the relevant Commissioning Body to override the Qualification Level at the point of making the Booking.

9.6 The Booking Service shall provide an immediate alert to the Commissioning Body for the following as a minimum for:

9.6.1 a Booking which is duplicated;

9.6.2 a Booking with a past date and/or time;

9.6.3 where an outstanding action exists; and

9.6.4 where the three (3) days' notice reached.

9.7 The Booking Service shall alert the user where an Interpreter was precluded for a previous Booking for the same case/individual to enable the relevant Commissioning Body to decide if the same applies to the new Booking request.

9.8 The Booking Service shall identify and alert the Commissioning Body and the Supplier where a previous booking for the same individual/case was recorded as an Unfulfilled Booking by the Supplier to identify priority booking request.

9.9 The Booking Service shall complete the following types of Bookings as a minimum:

9.9.1 up to one day;

9.9.2 multiple consecutive days;

9.9.3 multiple non-consecutive days;

9.9.4 block bookings – where an Interpreter is requested for a specific duration such as three (3) hours, during which they may be required to interpret in a number of different assignments.

9.10 The Booking Service shall assign a unique reference number (**URN**) to each Booking.

9.11 The Booking Service shall auto-populate Booking details, such as the Commissioning Body, Authority Location, email addresses and provide the Commissioning Body to override and amend such details as necessary. To be agreed with the Authority during the Implementation Period.

**Notifications**

9.12 The Booking Service shall issue immediate notifications via Secure Email to the designated email address of the Commissioning Body making the Booking and any other email address specified as follows:

9.12.1 when a Booking is received;

9.12.2 when an Interpreter has been assigned and confirmed for the Booking and including:

(a) URN;

(b) time and date of Booking;

(c) Commissioning Body unique reference number;

(d) Authority Location;

(e) name and contact details of the Interpreter and a link to the Booking summary in accordance with paragraph 9.16; and

(f) Image of the assigned Interpreter in accordance with paragraph 4.1.5.

9.12.3 when an Interpreter has **not** been assigned in accordance with paragraph 15.3 Failure to Fulfil a Booking;

9.12.4 when an Interpreter cancels or is unable to fulfil the Booking; and

9.12.5 when a replacement Interpreter has been identified and confirmed by the Supplier.

9.13 Where a Booking is made by one Commissioning Body on behalf of another Commissioning Body or by an approved third party (eg the police on behalf of a court), confirmation and all relevant notifications should be sent to both the requesting and receiving Commissioning Bodies and approved third party.

9.14 The Booking Service should enable the Commissioning Body to request that notifications are sent to:

9.14.1 the individual making the booking; and

9.14.2 where requested, to another user, or a shared email address.

9.15 The Booking Service shall allow Commissioning Bodies to set specific shared email addresses as the default in accordance with paragraph 9.11.

**Booking summary**

9.16 The Booking Service shall provide a summary for any Booking searched for, which can be printed in an accessible format and saved in a digital format including as a minimum:

9.16.1 URN;

9.16.2 Time and date of Booking;

9.16.3 Authority Location;

9.16.4 Interpreter name;

9.16.5 Interpreter's URN (from the Register);

9.16.6 Interpreter's visual and tactile communication services and qualifications;

9.16.7 Interpreter's security clearance details;

9.16.8 Interpreter's contact details;

9.16.9 passport sized photograph of the Interpreter;

9.16.10 Commissioning Body unique reference number;

9.16.11 Assignment Type;

9.16.12 Expected duration of Booking;

9.16.13 Method of Interpretation (Face to Face or Video); and

9.16.14 a history of all activity on the Booking and by whom.

**Cancellations and amendments**

9.17 The Booking Service shall allow Commissioning Bodies to cancel or amend an existing:

9.17.1 up to one day Booking;

9.17.2 multiple consecutive day Booking (including the ability to de-select a single or multiple days within the whole range);

9.17.3 multiple non-consecutive days (including the ability to de-select a single or multiple days within the whole range);

9.17.4 Block Booking; and

9.17.5 individual assignments within a block Booking.

9.18 Each cancellation or amendment request shall have the following mandatory fields to be completed as a minimum:

9.18.1 who requested the cancellation or amendment;

9.18.2 name of individual that submitted the cancellation or amendment;

9.18.3 reason for the cancellation including as a minimum:

(a) Booking no longer required;

(b) Booking made in error;

9.18.4 reason for the amendment including as a minimum:

(a) change of date;

(b) change of time;

(c) incorrect Visual and Tactile Communication Service requested; or

(d) change of Authority Location; and

9.18.5 date and time of cancellation or amendment request.

9.19 The Supplier and the Authority shall work together to confirm the mandatory fields during the Implementation Period.

9.20 The Booking Service will not enable a Booking to be cancelled or amended until the reason field has been completed.

9.21 The Booking Service shall alert the Commissioning Body where a cancellation or an amendment of a Booking will incur a cost.

**Booking completion**

9.22 The Supplier shall provide a digital attendance management process in accordance with Schedule 5 (Security Requirements) to accurately record the Actual Start Time and Actual End Time for each Booking and Method of Interpretation (Face to Face and Video).

9.23 The Booking Service shall have a function for Commissioning Bodies to search for, view, update and approve the Actual Start Times and Actual End Times of Bookings.

9.24 The Booking Service shall:

9.24.1 enable the Supplier to report the Actual Start Time and Actual End Time of each Booking;

9.24.2 enable only authorised Commissioning Body users to authorise or amend the Actual Start Times and Actual End Times;

9.24.3 enable Commissioning Bodies to close Bookings on their completion by entering the approved Actual Start Time and Actual End Time; and

9.24.4 enable only authorised Commissioning Body users to amend the Booked Start Time and time at which the Commissioning Body has advised the Supplier the Booking will end.

9.25 The Booking Service shall send a notification to the relevant Commissioning Body via a Communication Method when the Booking has been completed by the input of the Actual Start Time and the Actual End Time.

9.26 The Booking Service shall provide a function for Commissioning Bodies to search for, view and extract information on the following as a minimum:

9.26.1 a full auditable log of all Actual Start Times and Actual End Times entered for all Bookings; and

9.26.2 payment information relating to all their Bookings.

9.27 The Booking Service shall provide a seamless process to enable the matching of Booking Information to payment and invoices submitted to the Commissioning Body in accordance with Schedule 15 (Charges and Invoicing).

**Search functionality**

9.28 The Booking Service shall allow Commissioning Bodies to search Bookings using not limited to, the following search criteria:

9.28.1 Interpreter's name;

9.28.2 Interpreter's URN (from the Register);

9.28.3 Booking URN;

9.28.4 Commissioning Body unique reference number;

9.28.5 Supplier complaint number;

9.28.6 Visual and Tactile Communication Service Type;

9.28.7 Assignment type;

9.28.8 Name of person requiring interpretation;

9.28.9 Authority Location;

9.28.10 Date of Booking; and

9.28.11 Method of Interpretation (Face to Face or Video).

**Booking information**

9.29 The Booking Service shall:

9.29.1 maintain for each Booking, a complete, accurate and auditable record of all activity on the Booking by the Commissioning Body and the Supplier including the name of the person completing the action, the date, and the current status of the Booking;

9.29.2 enable the Commissioning Body to view, download and print this detailed record in an accessible format.

9.30 The Booking Service shall enable Commissioning Bodies to view on a single page a list of all current and historical Bookings which they can customise by selecting the following parameters for the information to be displayed, which will include as a minimum:

9.30.1 by date; or

9.30.2 by Authority Location,

and which will display the following information as a minimum:

9.30.3 URN;

9.30.4 Commissioning Body unique reference number;

9.30.5 Date Interpreter is required;

9.30.6 Date Booking was made;

9.30.7 Name of person who made the Booking;

9.30.8 Visual and Tactile Communication Service Type;

9.30.9 Authority Location;

9.30.10 Status of booking – with the following status:

(a) Booking – New;

(b) Bookings allocated to Interpreter – Allocated;

(c) Bookings accepted by Interpreter – Accepted;

(d) Fulfilled Bookings – Fulfilled;

(e) Bookings Cancelled – Cancelled;

(f) Bookings Rejected by Interpreter – Rejected;

(g) Bookings with less than 24/48/72 Hrs to hearing/appointments – At Risk;

(h) Bookings completed – Completed;

(i) Bookings fulfilled by Supplier;

(j) Bookings fulfilled by Sub-contractor.

9.31 The Booking Service shall enable the Commissioning Body to filter the information displayed across each of the fields defined in paragraph 9.30.

9.32 The Booking Service shall enable Commissioning Bodies to personalise the single page view by saving default settings for any of the fields and to override and amend such details.

**Management information**

9.33 The Booking Service shall enable Commissioning Bodies to:

9.33.1 obtain Management Information relating to their Bookings; and

9.33.2 produce accurate reports, data and management information on a location, regional and national level in accordance with the requirements set out in Schedule 24 (Reports and Records Provisions).

9.33.3 to view and download:

(a) standard reports; and

(b) bespoke reports eg Commissioning bodies to be able to adjust report parameters to obtain the information they require, and

9.33.4 the Booking Service shall enable a full and entire data extract of all information held, from every field within the Booking Service, to be provided on request in the

required format in relation to Bookings made by the relevant Commissioning Body.

**Complaints functionality**

9.34 The Booking Service shall enable Commissioning Bodies to log a complaint or feedback creating a record and assigning a unique reference number for each complaint or feedback, to be approved by the Authority during the Implementation Period.

9.35 The Supplier shall capture and create a record on the Booking Service of all complaints and feedback however they are received within one (1) Working Day of them being raised.

9.36 The Booking Service shall have the functionality to record the outcome of each complaint or feedback as a minimum:

9.36.1 upheld

9.36.2 not upheld

9.36.3 reasons for the outcome.

9.37 The Booking Service shall have a search functionality to allow the Authority and Commissioning Bodies to search for complaints and feedback using the following criteria as a minimum:

9.37.1 Status (Open, Closed, Overdue)

9.37.2 by dates

9.37.3 by Unique Reference Number

9.37.4 by outcome (Upheld/Not Upheld).

**Booking Service support**

9.38 The Booking Service shall have a help icon at each stage of making a Booking or the management of the Booking to enable the user to obtain further information to help them complete the specific task.

9.39 The Booking Service shall have an interactive Frequently Asked Questions functionality to assist users with immediate answers to common queries and direct users to the Helpdesk for more detailed information which must be available twenty-four (24) hours a day and every day of the year.

9.40 The Supplier shall ensure the information for the functionality outlined in paragraphs 9.38 and 9.39 is accurate and up to date.

9.41 The Booking Service shall contain the Booking Service training material and guidance documents at paragraph 26.1 (Booking Service training requirements).

**Booking Service access**

9.42 The Booking Service shall be accessed by Commissioning Bodies using customer unique log in details and passwords provided by the Authority during the Implementation Period and the Term.

9.43 The Supplier shall create individual accounts for Commissioning Bodies to access the Booking Service before the Operational Service Commencement Date and thereafter as required in accordance with paragraph 9.48.

9.44 The Booking Service shall ensure Bookings and Booking Information can be viewed or edited only by the Commissioning Body which has made the Booking, the Authority and other persons if Approved by the Authority.

9.45 The Booking Service shall enable authorised users within the Authority to undertake:

9.45.1 Create/Update/Suspend/remove access for users;

9.45.2 Define User roles/Groups and access rights;

9.45.3 Unlock user accounts/reset passwords.

9.46 The Supplier shall report to the Authority biannually any accounts which have not been used for twelve (12) Months to manage user access and capacity.

9.47 The Booking Service shall assign Role Based Access Control (RBAC) ie specific access rights based on individual user login in accordance with paragraph 9.48 as provided by the Authority during the Implementation Period and the Term.

**User access types**

9.48 The Booking Service shall assign different types of users with agreed user rights for each user as a minimum:

9.48.1 Level 1

(a) create, view and amend own Booking;

(b) conduct search for Booking;

(c) update Actual Start Times and Actual End Times;

(d) view Booking Information (Authority Location level); and

(e) view Management Information (Authority Location level).

9.48.2 Level 2

(a) same as Level 1;

(b) view Booking Information (Authority Location level and Regional);

(c) view and amend any Booking made (within Authority Location, region etc); and

(d) view Management Information (Authority Location level and Regional).

9.48.3 Level 3

(a) same as Level 1 and 2; and

(b) view and access to all Management Information (National level across all Commissioning Bodies).

**The Booking Service interfaces**

9.49 The Booking Service shall integrate with the relevant Commissioning Body case management systems to make a Booking for example by the use an Application Programming Interface (API).

9.50 The Supplier shall work with the Authority and the relevant Commissioning Body for integration to be completed prior to the Operational Service Commencement Date.

**Booking Service maintenance**

9.51 The Supplier shall notify the Authority no later than ten (10) Working Days before any planned Booking Service upgrades or maintenance for their approval.

9.52 Changes to the Booking Service which will impact how Commissioning Bodies use the Booking Service shall be subject to User Acceptance Testing (as a minimum) before release. The Supplier shall not make any changes to the Booking Service unless they have been tested and signed off by the Authority. The Supplier and the Authority shall follow Schedule 22 (Change Control Procedure).

9.53 In the event of a planned Booking Service upgrade or maintenance, the Supplier shall notify all Commissioning Bodies no later than ten (10) Working Days in advance of any work which could affect functionality and/or availability of the Booking Service.

9.54 The notification shall detail the intended duration of the work and how the Supplier will maintain the ability to request and manage bookings during that period.

9.55 The Supplier must undertake planned upgrades or maintenance outside Normal Working Hours. For the purposes of this provision, planned upgrades or maintenance are those that are known no later than ten (10) Working Days in advance of any work which could affect functionality and/or availability of the Booking Service.

9.56 The Supplier shall notify the Authority immediately before any unplanned Booking Service upgrades or maintenance for their approval.

9.57 The Supplier shall notify the Authority and Commissioning Bodies immediately about any issues which will affect them accessing and using the Booking Service.

9.58 The Supplier shall use best endeavours to ensure that an unplanned upgrade or maintenance work that may affect functionality and/or availability of the Booking Service is undertaken outside of Normal Working Hours.

9.59 Within five (5) Working Days of rectification of Booking Service unavailability, the Supplier shall record and upload all Booking information onto the Booking Service to ensure accuracy of management information and data.

**Booking Service contingency plan**

9.60 As part of the Supplier's obligations under Schedule 26 (Service Continuity Plan) the Supplier shall maintain an up-to-date contingency plan for Booking Service unavailability (including planned and unplanned unavailability). Notwithstanding the contingency plan, the Supplier shall remain responsible for meeting the requirements of this Contract in the event of Booking Service unavailability.

9.61 The Supplier shall provide to the Authority during the Implementation Period and thereafter a draft of any proposed update of its contingency plan for Booking Service unavailability. The Authority shall notify the Supplier whether or not it approves the proposed update and, where the Authority does not approve it, it shall provide comments on the proposed update. The Supplier shall promptly, and in any event within twenty (20) Working Days, address the comments in a further updated draft plan and provide such updated draft plan to the Authority. This process shall be repeated until the proposed updated plan is approved by the Authority. The Supplier shall in any event update the plan annually and this process shall apply to each update of the plan.

9.62 The Supplier shall provide the contingency plan for Booking Service unavailability and any updated versions, in each case once approved in accordance with paragraph 9.61, to each Commissioning Body within three (3) Working Days of approval by the Authority.

## 10 Telephone Booking Service

10.1 The Supplier shall:

10.1.1 have a Telephone Booking Service to enable Commissioning Bodies to make Bookings for the respective Methods of Interpretation (Face to Face and Video) which:

(a) has a single dedicated telephone number which is not a premium rate number;

(b) has no call connection charge; and

(c) is accessible from UK landlines and mobile telephones.

10.1.2 ensure that the following information is recorded when the Booking is made by the Commissioning Body as a minimum:

(a) Commissioning Body;

(b) Method of Interpretation (Face to Face or Video);

(c) Assignment Type;

(d) Qualification Level as per Appendix B;

(e) Security Levels as per Table 3 in Appendix A;

(f) Visual and Tactile Communication Service Type required;

(g) date and time of the Booking;

(h) Booking duration;

(i) Authority Location;

(j) technical access details if a Video interpretation;

(k) the Jurisdiction eg a particular division within a Court;

(l) authorisation or PIN code for individual making the booking;

(m) name and contact details of individual making the booking;

(n) designated email address(es) for all notifications;

(o) Commissioning Body unique reference number;

(p) Sensitive Subject Matter;

(q) any specific instructions (for example, Gender or name of Interpreter required, Name of any Interpreter not to be used); and

(r) if remote interpretation is not appropriate for Booking.

10.1.3 ensure that the Telephone Booking Service is available twenty-four (24) hours a day, every day of the year;

10.1.4 ensure that calls to the Telephone Booking Service are answered by an operator in accordance with Schedule 3 (Performance Levels);

10.1.5 ensure that the Telephone Booking Service complies with the appropriate industry standard for Contact Centres (ISO 18295);

10.1.6 ensure that the Telephone Booking Service is secure with access limited to those authorised to make a Booking on behalf of the Authority, Commissioning Body and by approved third party;

10.1.7 ensure that the Telephone Booking Service complies with the security requirements set out in the Non-Functional Requirements in Schedule 5 (Security Requirements);

10.1.8 ensure that Notifications are sent to Commissioning Bodies via a secure email to the designated email address(es) in accordance with paragraph 9.12 Notifications;

10.1.9 where a Booking is made by one Commissioning Body on behalf of another Commissioning Body or by an approved third party, confirmation and all relevant notifications should be sent to both the requesting and receiving Commissioning Bodies; and

10.1.10 ensure that the notification includes as a minimum a Unique Booking Reference, and the Commissioning Body Reference number.

## 11 Recruitment and onboarding

### Interpreter recruitment

11.1 The Supplier shall:

11.1.1 provide the Authority with full details of its procedure for recruitment including selecting, sifting and assessing Interpreters during the Implementation Period for the Authority's approval which shall as a minimum provide assurance that Interpreters have the right level of Qualifications, experience, right to work and security clearance;

11.1.2 as far as reasonably practicable, ensure a gender, ethnicity, and race balance of Interpreters in order to fulfil certain Bookings (such as court cases that may require a female Interpreter) and shall target recruitment accordingly;

11.1.3 obtain each Interpreter's express approval for the Supplier to share and store their Personal Data relevant to the maintenance of the Register;

11.1.4 shall ensure that all Interpreters' Personal Data is held in accordance with Data Protection Legislation;

11.1.5 if the Interpreter does not give their approval pursuant to paragraph 11.1.3, not use the Interpreter for Bookings until such time as their approval is received;

11.1.6 provide the Authority with updates on its recruitment activity including, the recruitment actions taken, and the number of new Interpreters recruited. The first update is required one (1) month from Operational Service Commencement Date with monthly updates during the first six (6) months with quarterly updates thereafter, during the Term, and

11.1.7 proactively review fulfilment levels and projected future demands of the Contract to:

(a) identify and conduct targeted recruitment of Interpreters; and

(b) develop a future pipeline to aid recruitment.

### Onboarding of Interpreters

11.2 The Supplier shall:

11.2.1 provide the Authority and the Quality and Assurance Supplier with full details of its Onboarding process for Interpreters during the Implementation Period for their Approval;

11.2.2 be responsible for reviewing the Onboarding Process annually and share the updated process with the Authority and the Quality and Assurance Supplier within one Month of each anniversary of the Operational Service Commencement Date

for their review and Approval; This annual review will not be subject to the Change Control Procedure;

11.2.3 include in the Onboarding Process an assessment and verification of each Interpreter's Qualification Level, experience, Security Clearance, and right to work;

11.2.4 maintain detailed records of all checks completed on each Interpreter in accordance with the Onboarding Process, including any documents used to validate the requirements in paragraph 11.2.3 and provide the Quality and Assurance Supplier with access to these records in accordance with paragraph 19 (Co-operation with the Quality and Assurance Supplier);

11.2.5 ensure that during the Onboarding Process it determines each Interpreter's preferences for as a minimum:

(a) Method of Interpretation (Face to Face or Video) to support their allocation to Bookings; and

(b) opting in, or out, of Booking related to Sensitive Subject Matter as set out in paragraph 23 (Wellbeing and safeguarding); and

11.2.6 ensure that all Interpreters, including Pre-Registered Interpreters have completed a mandatory induction before receiving a Booking, which covers:

(a) an overview of the Authority and the legal context;

(b) working in the justice sector;

(c) roles and responsibilities of the different Commissioning Bodies;

(d) introduction to the court and tribunals structures;

(e) legal professionals and court staff (including forms of address);

(f) Authority processes and procedures relating to courts, prisons and working with children;

(g) handling Bookings across all Methods of Interpretation (Face to Face and Video);

(h) range and levels of Booking types;

(i) Supplier processes and policies including as a minimum:

(i) how Bookings are offered to Interpreters;

(ii) how to use the Booking Service;

(iii) how to use the digital attendance management system;

(iv) standards of behaviour and conduct between Interpreters when co-working to deliver a Booking;

(j) Interpreters' rights and responsibilities;

(k) Authority Code of Conduct and Ethics in Appendix C;

(l) security requirements;

(m) mental health and well-being;

(n) Invoicing and payment; and

(o) Supplier safeguarding policy.

11.2.7 ensure that all Interpreters, including Pre-Registered Interpreters undertake an annual refresher training or awareness sessions of the following as a minimum:

(a) Authority Code of Conduct and Ethics in Appendix C;

(b) security requirements;

(c) working in the justice sector;

(d) roles and responsibilities of the different Commissioning Bodies;

(e) mental health and well-being;

(f) Supplier safeguarding policy.

11.3 The Authority may support the Supplier in the development of the induction material referred to in paragraph 11.2 during the Implementation Period. The Supplier shall maintain and update the induction material during the Term.

**Individual Assessments for new Interpreters**

11.4 All new Interpreters must successfully complete the Onboarding Process and pass an Individual Assessment, to be conducted by the Quality and Assurance Supplier before they can accept a Booking.

11.5 The Supplier shall provide the Quality and Assurance Supplier with the details of any Interpreter who has successfully completed the Onboarding Process within two (2) Working Days of the Onboarding Process being completed to enable the Quality and Assurance Supplier to arrange an Individual Assessment.

## 12 Interpreter qualifications

12.1 The Supplier shall provide a suitably qualified Interpreter for each Booking.

12.2 The minimum Qualification Level of the Interpreter for each Booking shall be determined by the Category for that Booking as set out in Appendix B.

12.3 In accordance with paragraph 15 (Fulfilment of Bookings), if the Supplier is unable to fulfil the Booking with an Interpreter with the required Qualification Level, the Supplier may provide an Interpreter with a lesser Qualification Level only with the Approval of the relevant Commissioning Body.

12.4 Notwithstanding Approval, failure to provide an Interpreter with the Qualification Level specified in the Booking, shall be monitored in accordance with Schedule 3 (Performance Levels).

12.5 The Supplier shall provide the Quality and Assurance Supplier, as directed by the Authority, details and evidence of the Qualifications and experience of Interpreters engaged in delivery of the Services.

12.6 Except in the case of Pre-Registered Interpreters, the Qualification Level of each Interpreter must have been assessed and confirmed by the Supplier as part of the Supplier's Onboarding Process prior to that Interpreter undertaking any Booking for the Authority.

12.7 The Supplier acknowledges and agrees that the Quality and Assurance Supplier will undertake periodic reviews and assessments of the Qualifications and experience of Interpreters.

12.8 If the Authority or its Quality and Assurance Supplier finds that an Interpreter no longer meets the required Qualification Levels, they will notify the Supplier in writing one (1) Working Day and the Supplier shall not use that Interpreter for Bookings requiring the Qualification Levels which are not met.

12.9 Where an Interpreter is capable of interpreting in more than one Visual and Tactile Communication Service Type, the Supplier shall ensure that the Interpreter meets the required Qualification Levels in all relevant services.

12.10 The Supplier acknowledges and agrees that the Authority may wish to vary the qualifications which it requires Interpreters to hold in order to carry out work for a Commissioning Body.

12.11 Pursuant to paragraph 12.10, the Supplier shall accept such variations if they do not materially affect its costs.

12.12 If the Supplier believes a change in qualifications required by the Authority will materially affect its costs, it may refer the change through the Change Control Procedure.

12.13 Commissioning Bodies are not liable for costs incurred by Interpreters obtaining the relevant Qualifications and/or experience to meet the Qualification Levels.

**Pre-Registered Interpreters**

12.14 Within six (6) Months of the Operational Service Commencement Date or at any other time as required by the Authority, the Supplier shall audit all Pre-Registered Interpreters to assess and verify their Qualification Level and the Security Clearance.

12.15 The Supplier shall provide the Authority with the proposed methodology and timescales for completing the Qualification Evidence Gathering Exercise for review and sign off during the Implementation Period.

## 13 Quality

13.1 The Supplier shall ensure that Interpreters:

13.1.1 are registered with the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), the Regulatory Body of Sign Language Interpreters (RBSLI), the Scottish Association of Sign Language Interpreters (SASLI) or bodies with equivalent suitable experience and processes as have been approved by the Authority and notified in writing to the Supplier from time to time;

13.1.2 maintain and develop their command of English (where this is not their first language) and the Visual and Tactile Communication Service Type they are qualified to interpret/translate;

13.1.3 are able to demonstrate during the Onboarding Process that they have an understanding of the subject area in which they are working and a good understanding of the workings and protocols of the justice system;

13.1.4 are able to develop and maintain the expected quality of interpretation/translation when working with any digital and technological media; and

13.1.5 are proficient in using digital and technological media to deliver Visual and Tactile Communications Services across the Methods of Interpretation (Face to Face and Video).

13.2 For all Interpreters who have not previously worked in or do not have experience within a twelve (12) Month period of working in the justice sector, the Supplier shall ensure that such Interpreters during the Onboarding Process, undertake and pass an induction to working in the justice sector (to be developed and operated by the Supplier and shared with the Authority for Approval during the Implementation Period) before they are assigned to their first Booking.

**Assurance of Interpreters**

13.3 The Supplier shall complete checks on ten (10) percent of the Interpreters, at least every six (6) Months to ensure Interpreters are performing to the standards set out in the Contract and

are complying with the Authority Code of Conduct and Ethics in Appendix C, and shall provide the Authority with a report describing the number of Interpreters checked, the results of the checks, the corrective action taken (if any) and any lessons learnt.

13.4 The Supplier shall ensure that checks made pursuant to paragraph 13.3 are undertaken on a representative cross section of different Methods of Interpretations (Face to Face or Video).

13.5 The Supplier shall co-operate with the Quality and Assurance Supplier in accordance with paragraph 19 (Co-operation with the Quality and Assurance Supplier), including but not limited to providing any summary produced by the Quality and Assurance Supplier following an assessment of an Interpreter to the Interpreter as soon as reasonably practicable.

## 14 Security clearance

14.1 The Supplier shall ensure that all Supplier Personnel (directly employed or otherwise) and Interpreters are security cleared to the appropriate level as specified by the Authority prior to them undertaking work under the Contract.

14.2 The Supplier shall comply with the security clearance requirements in Appendix D and ensure that all Supplier Personnel and Interpreters are aware of and have received appropriate training on these requirements.

### Security clearance for Interpreters

14.3 The Supplier shall ensure that the Interpreter assigned to a Booking has the required Security Level requested by the Commissioning Body before the Interpreter undertakes a Booking in accordance with Table 3 in Appendix A. These will include:

14.3.1 Baseline Personnel Security Standard (BPSS);

14.3.2 Disclosure Barring Service Check (DBS) including an enhanced version of this check;

14.3.3 Disclosure Scotland;

14.3.4 Access Northern Ireland;

14.3.5 Counter Terrorism Check (CTC);

14.3.6 Security Check (SC) including an enhanced version of this check;

14.3.7 Developed Vetting (DV);

14.3.8 Non-Police Personnel Vetting (NPVV3).

14.4 If the Supplier is unable to fulfil the Booking with an Interpreter holding the required Security Level, the Supplier may provide an Interpreter with a lesser Security Level only with Approval.

14.5 Notwithstanding any Approval given by a Commissioning Body, failure to provide an Interpreter with the Security Level specified in the Booking shall be monitored in accordance with Schedule 3 (Performance Levels).

14.6 Where a Supplier provides an Interpreter with a higher clearance than requested by the relevant Commissioning Body in the Booking, the Supplier shall not pass any additional costs to the Commissioning Body.

14.7 The Supplier shall ensure that security and vetting checks of Interpreters undertaking Bookings on behalf of Commissioning Bodies remain valid and current during the Term.

14.8 The Supplier shall ensure that they notify the Quality and Assurance Supplier of any changes to the Security Level of an Interpreter to enable them to update the Register in accordance with paragraph 19 (Co-operation with the Quality and Assurance Supplier).

**Security clearance for Supplier Personnel**

14.9 All Supplier Personnel (directly employed or otherwise) shall be security cleared to Baseline Security Requirements within three (3) Months of the Effective Date.

14.10 The Supplier shall ensure that security/vetting checks (as applicable) of Supplier Personnel remain valid during the Term.

## 15 Fulfilment of Bookings

15.1 The Supplier shall take all reasonable steps to fulfil each Booking, including where an Interpreter who was assigned to a Booking withdraws or fails to attend the Booking.

15.2 The Supplier shall have in place arrangements for regular communications with Interpreters to provide updates or other relevant information on their ability to fulfil a Booking.

**Failure to fulfil a Booking**

15.3 The Supplier shall notify the relevant Commissioning Body via the Booking Service or Communication Method where an Interpreter has not been assigned and confirmed to a Booking by 23:59, three (3) Working Days before the Booked Start Time,

for example:

for a Booking for a Friday notification is needed by 23:59 on the previous Monday or such other time as may have been agreed with the relevant Commissioning Body.

15.4 Following notification pursuant to paragraph 15.3, the Supplier shall continue to take all reasonable steps to fulfil the Booking until the Commissioning Body notifies the Supplier that the Booking is withdrawn due to failure to fulfil the Booking at which time the Booking becomes an Unfulfilled Booking.

15.5 Where the Commissioning Body asks the Supplier to continue to try to fulfil the Booking, the Supplier shall provide daily updates (or as often as agreed with the relevant Commissioning Body) on the Supplier's progress in fulfilling the Booking.

**Confirmed Interpreter now unavailable**

15.6 The Supplier shall immediately or within one (1) Working Day (whichever is soonest) notify the relevant Commissioning Body via a Communication Method where a previously assigned and confirmed Interpreter is no longer able to fulfil the Booking.

15.7 Following notification pursuant to paragraph 15.6, the Supplier shall continue to take all reasonable steps to fulfil the Booking until such time as the Commissioning Body notifies the Supplier that the Booking is withdrawn due to the failure to fulfil the Booking at which time the Booking becomes an Unfulfilled Booking.

15.8 Where the Commissioning Body asks the Supplier to continue to take steps to fulfil the Booking, the Supplier shall provide daily updates (or as often as agreed with the relevant Commissioning Body) on the Supplier's progress in fulfilling the Booking.

**Failure to fulfil specific requirements**

15.9 Where the Supplier cannot fulfil the specific requirement type such as:

15.9.1 Method of Interpretation (Face to Face or Video);

15.9.2 Qualification Level; or

15.9.3 Security Clearance,

the Supplier shall notify the Commissioning Body immediately and provide an alternative solution. It will then be at the discretion of the Commissioning Body to accept or decline the

alternative solution and only upon agreement with the relevant Commissioning Body should any assignment be completed by an Interpreter that does not meet the stated requirements. Notwithstanding any Approval, failure to provide an Interpreter with the stated requirements specified in the Booking, shall be monitored in accordance with Schedule 3 (Performance Levels).

15.10 The Supplier shall report to the Authority on the fulfilment of Bookings in accordance with Schedule 3 (Performance Levels).

15.11 The Authority may wish to modify the provisions set out in paragraph 15.3 if it determines that they no longer satisfy its requirements for an efficient and effective service but may do so only following a reference to the Change Control Procedure.

## 16 Cancellations and amendments of Bookings

16.1 The Supplier shall have an effective process in place for handling Cancellations and Amendments as outlined in paragraph 16 and Appendix E (Cancellation and Amendments Process).

### Booking amendment and cancellation by the Commissioning Body

16.2 The Supplier shall accept requests for an amendment to or cancellation of a Booking twenty-four (24) hours a day and every day of the year via the Booking Service or agreed Communication Method.

16.3 The Supplier shall accept requests for amendments and cancellation of a Booking only from the Commissioning Body which made the Booking or from the Commissioning Body on whose behalf the Booking was made.

16.4 Amendments and cancellations to Bookings may be made where notice is provided by a Commissioning Body either:

16.4.1 at or prior to 9am, fourteen (14) Calendar Days immediately prior to the date for the Booking to which the notice relates (**Advanced Notice**); or

16.4.2 after 9am, fourteen (14) Calendar Days immediately prior to the date for the Booking to which the notice relates or where the Interpreter attempts to attend the Booking, but the Booking does not proceed due to no fault of the Supplier or the Interpreter (**Short Notice**).

16.5 Where Advanced Notice has been provided, no payment is due from the Commissioning Body.

16.6 Where Short Notice has been provided for a Face to Face or Video interpretation Booking the Commissioning Body shall pay for the Booking only if:

16.6.1 prior to the time of cancellation, the Supplier has confirmed to the Commissioning Body that an Interpreter has been assigned to the Booking; or

16.6.2 as a direct result of the amendment, the Interpreter who was assigned to the amended Booking is unable to fulfil the amended Booking.

16.7 The Supplier shall notify the relevant Commissioning Body to confirm the amendment or cancellation via the Booking Service or Communication Method.

16.8 The timescales mentioned in paragraph 16.4 are in line with the guidance on and NRCPD. They are subject to change during the Term if their guidance changes.

### Booking amendment by the Supplier and Interpreter

16.9 The Supplier shall notify the relevant Commissioning Body immediately, in line with paragraph 15.6, where a previously confirmed Interpreter is no longer able to fulfil the Booking.

16.10 Where a confirmed Interpreter fails to attend a Booking on time or at the specified Authority Location, the Booking will become an Unfulfilled Booking and the relevant Commissioning Body will notify the Supplier immediately it becomes aware that the Interpreter has not attended the Booking.

16.11 If the Interpreter does not attend the Booking the Supplier shall use its best endeavours to find a suitable replacement.

16.12 Where the Supplier is unable to find a suitable replacement, or if the Commissioning Body reasonably declines the offer of a replacement, the Supplier is liable for any costs and losses that are incurred as a direct consequence of the Interpreter's failure to attend the Booking.

**Records for amendments and cancellations**

16.13 The Supplier shall log the reason for any amendment or cancellation made to a Booking and provide the name of the person amending or cancelling the Booking and the date, time and reason for the amendment or cancellation, to the relevant Commissioning Body on request.

16.14 The Supplier shall report to the Authority on cancellations and amendments in accordance with Schedule 24 (Reports and Records Provisions).

## 17 Interpreter delay

17.1 The Supplier shall have in place a process to notify the relevant Commissioning Body of any delays to an assigned Interpreter which could adversely affect the Booking which it shall share with the Authority during the Implementation Period, and which will include as a minimum:

17.1.1 how the Commissioning Body can report a delay; and

17.1.2 the process Interpreters must follow when they are delayed.

17.2 The Supplier shall ensure that Interpreters notify the Supplier and liaise directly with the relevant Commissioning Body by telephone to the designated telephone number, as soon as they know that there may be a delay to their arrival.

17.3 Without prejudice to the Commissioning Body's rights under the Contract, the Commissioning Body shall promptly notify the Supplier via the Helpdesk if an Interpreter fails to attend a Booking.

17.4 Where the Booking Start Time can be delayed, the Supplier and the relevant Commissioning Body shall attempt to agree an acceptable time period for the Supplier to find a replacement Interpreter and the Supplier shall, every thirty (30) minutes thereafter, provide an update to the Commissioning Body via a Communication Method on progress in fulfilling the Booking and, with each update, an estimated time of arrival of an Interpreter for agreement by the relevant Commissioning Body.

17.5 An Interpreter will be deemed to have been assigned to the Booking only where the estimated time of arrival has been Approved by the relevant Commissioning Body via a Communication Method on progress in fulfilling the Booking.

17.6 Where the Booking is postponed by the Commissioning Body due to the assigned Interpreter's late attendance, the Booking becomes an Unfulfilled Booking unless the Commissioning Body decides (in its absolute discretion) to re-schedule the Booking.

17.7 If the Commissioning Body agrees to re-schedule the Booking, the Booking is deemed to be fulfilled although delivered late and the Commissioning Body is not liable to make any additional payment as a result of a re-scheduled Booking.

17.8 The Supplier shall keep a record of all instances of Interpreter delays including any remedial action taken in accordance with Schedule 24 (Reports and Records Provisions).

## 18 Urgency Types

18.1 The Supplier shall apply the Urgency Types defined in Table 2 in Appendix A.

18.2 The Supplier shall, in relation to Bookings of Urgency Type 1 provide:

18.2.1 a real time update to the relevant Commissioning Body via the Booking Service or Communication Method and, with each update, an estimated time of arrival of an Interpreter; and

18.2.2 an update to the Commissioning Body every thirty (30) minutes after the Booking is made.

18.3 An Interpreter will be deemed to have been assigned to the Booking only when the estimated time of arrival has been accepted by the relevant Commissioning Body via the Booking Service or Communication Method on progress in fulfilling the Booking.

## 19 Co-operation with the Quality and Assurance Supplier

19.1 The Supplier shall co-operate with the Quality and Assurance Supplier in accordance with the Collaboration Agreements in order to facilitate the services it provides, including those referred to and described in Appendix F (Role of the Quality and Assurance Supplier). For the absence of doubt this provision also applies to Sub-contractors.

19.2 The Supplier shall work with the Quality and Assurance Supplier during the Implementation Period to agree how they will work together to fulfil all the provisions in this paragraph 19. The Supplier shall share the proposed processes with the Authority for review and agreement. The Supplier shall review these processes annually with the Quality and Assurance Supplier with any updates shared with the Authority for review and agreement.

### Register

19.3 The Supplier shall have an obligation and commitment to provide the Quality and Assurance Supplier with the information they require to maintain and update the Register on behalf of the Authority to record the details of independent Interpreters who are appropriately qualified. This shall include those Interpreters provided by the Supplier through a Sub-Contractor.

19.4 The Supplier shall have an obligation and commitment to check and confirm Interpreter information during the Term. The Supplier shall provide the Quality and Assurance Supplier with updates to this information to maintain the Register. This shall include as a minimum:

19.4.1 number of hours worked;

19.4.2 date of last Booking undertaken;

19.4.3 the Commissioning Bodies and other departments where the Interpreter has provided interpretation services;

19.4.4 Qualification Level; and

19.4.5 Security Clearance.

19.5 Where the Quality and Assurance Supplier identifies any gaps in the information held on the Register the Supplier shall provide the information within one (1) Working Day of the request.

**Onboarding of Interpreters**

19.6 The Supplier shall have an obligation and commitment to provide the Quality and Assurance Supplier with the information required to allow them to complete the following on behalf of the Authority, as a minimum:

19.6.1 annual review of the Supplier's Onboarding Process including as a minimum:

(a) checking the validation and assessment process in accordance with paragraph 11.2;

(b) checking that all Interpreters have completed the mandatory induction in accordance with paragraph 11.2 before accepting Bookings on the Contract;

(c) conduct Individual Assessments on all new Interpreters.

19.7 Pursuant to paragraph 19.6, the Quality and Assurance Supplier shall complete the review of the Suppliers Onboarding process as follows:

19.7.1 in the first year, six (6) months after Operational Service Commencement Date, and six (6) months thereafter;

19.7.2 after the first year, they shall be conducted annually or as requested by the Authority.

19.8 The Supplier shall update their Onboarding Process (without referring the matter to the Change Control Process) to incorporate and implement (to the reasonable satisfaction of the Quality and Assurance Supplier and the Authority) the recommendations made by the Quality and Assurance Supplier.

19.9 Pursuant to paragraph 19.8, the Supplier shall provide the Quality and Assurance Supplier with updates at agreed timescales on their progress in implementing the changes to the Supplier's Onboarding Process.

**Quality and Assurance Assessments**

19.10 The Supplier shall provide the Quality and Assurance Supplier with such information as may be required, within one (1) Working Day of the request by the Authority or Quality and Assurance Supplier to support the following:

19.10.1 Planned Assessments;

19.10.2 Individual Assessments;

19.10.3 Ad Hoc Audits.

19.11 The Supplier shall provide the Quality and Assurance Supplier with access to the Booking Service to enable them to obtain the details of specific Bookings that have taken place or are due to take place to plan and schedule Assessments.

19.12 Where the Quality and Assurance Supplier is unable to access the Booking Service, the Supplier shall within twenty-four (24) hours of the request, provide the Quality and Assurance Supplier with the details of specific interpretation Bookings that have taken place or are due to take place. The Bookings selected shall represent a cross-section of the types of interpretation and Services provided including but not limited to a range of:

19.12.1 Visual and Tactile Communication Service Types;

19.12.2 Qualification Levels; and

19.12.3 Authority Locations

19.13 Following the completion of an Assessment, the Supplier shall have an obligation and commitment to work with the Quality and Assurance Supplier and individual Interpreter to implement and monitor the following as a minimum:

19.13.1 findings and recommendations;

19.13.2 development plans issued for the Interpreter;

19.13.3 providing progress reviews.

19.14 Where the Quality and Assurance Supplier notifies the Supplier that an Interpreter has been suspended or removed from the Register the Supplier shall:

19.14.1 immediately cease offering the Interpreter Bookings under the Contract;

19.14.2 where the Interpreter is already confirmed to attend a Booking arrange for them to be withdrawn from the Booking and use best endeavours to find a suitable replacement; and

19.14.3 notify the relevant Commissioning Body in accordance with paragraph 15.6.

**Complaints and Feedback related to the quality of the interpretation services provided by an Interpreter**

19.15 The Supplier shall share their process for handling Complaints and Feedback with the Quality and Assurance Supplier to review, identify and agree obligations and this will be completed during the Implementation Period in agreement with the Authority.

19.16 The Supplier shall in accordance with paragraph 21.2.7, provide details of all quality related Complaints and Feedback to the Quality and Assurance Supplier within one (1) Working Day of receipt. These include as a minimum:

19.16.1 breach of the Authority Code of Conduct and Ethics in Appendix C (alleged and actual); and

19.16.2 interpreting issues.

19.17 The Supplier shall provide the Quality and Assurance Supplier with the following information as minimum:

19.17.1 unique Complaint and Feedback reference number;

19.17.2 Booking information;

19.17.3 Interpreter identification number; and

19.17.4 Any other information that may require to investigate.

19.18 The Supplier shall co-operate with any investigation undertaken by the Quality and Assurance Supplier and shall work with them to implement any recommendations. This may include, as a minimum the following:

19.18.1 the removal or suspension from the Register of the Interpreter; and/or

19.18.2 implementation and monitoring of recommendations and development plans for the Interpreter.

**Escalation of Complaints and Feedback**

19.19 In accordance with paragraph 21.2.7, the Supplier shall provide the Quality and Assurance Supplier with all such information as they may require, to investigate the Complaint or Feedback. The information to be shared as a minimum includes:

19.19.1 details of the Complaint or Feedback;

19.19.2 the response provided to the Complainant;

19.19.3 a chronology of the investigation conducted by the Supplier along with their rationale for the response; and

19.19.4 any other information that the Quality and Assurance Supplier requests.

**Assurance of the Supplier's Complaints and Feedback process**

19.20 The Supplier shall co-operate with the Quality and Assurance Supplier by providing them with all such information they may require, to complete their review of the Supplier's Complaints and Feedback process. This shall include as a minimum:

19.20.1 details of all Complaints and Feedback received and investigated by the Supplier including the outcomes of the investigation;

19.20.2 Management Information on:

(a) number of Complaints and Feedback received;

(b) number of Complaints and Feedback Upheld;

(c) number of Complaints and Feedback Not Upheld.

19.21 Following the review, the Quality and Assurance Supplier shall provide the Supplier with a written report setting out their recommendations. The Supplier shall co-operate with the Quality and Assurance Supplier to:

19.21.1 review and understand the findings in the written report;

19.21.2 develop an implementation plan;

19.21.3 agree timescales for implementation; and

19.21.4 providing progress updates against the implementation plan.

19.22 The Quality and Assurance Supplier shall undertake the reviews as follows:

19.22.1 in the first year, six (6) months after Operational Service Commencement Date, and six (6) months thereafter;

19.22.2 after the first year, they shall be conducted annually or as requested by the Authority.

**Ad-hoc Assurance activities**

19.23 The Supplier shall provide the Quality and Assurance Supplier with all such information they may require, to complete Ad-hoc Assurance activities which have been approved by the Authority. This shall include as a minimum:

19.23.1 Service End User surveys;

19.23.2 Authority and Commissioning Body surveys;

19.23.3 Interpreters' surveys; and

19.23.4 Targets Planned Assessments or Individual Assessments.

19.24 Following the completion of assurance activities set out in paragraph 19.23, the Quality and Assurance Supplier shall provide the Supplier with a written report setting out their findings and recommendations. The Supplier shall co-operate with the Quality and Assurance Supplier to:

19.24.1 review and understand the findings in the written report;

19.24.2 develop an implementation plan;

19.24.3 agree timescales for implementation; and

19.24.4 providing progress updates against the implementation plan.

**Professional development of Interpreters**

19.25 The Supplier shall, in co-operation and conjunction with the Quality and Assurance Supplier, support them to develop the Trainee Scheme which the Quality and Assurance Supplier shall administer on behalf of the Authority.

19.26 The Supplier shall in co-operation and conjunction with the Quality and Assurance Supplier, support Interpreters and new candidates for the period they are on the Trainee Scheme, through the following as a minimum:

19.26.1 coaching and mentoring to support their development;

19.26.2 monitoring the Personal Development Plan;

19.26.3 sign posting Interpreters to Bookings to increase their experience.

19.27 The Supplier shall work in tandem with the Quality and Assurance Supplier to promote the Trainee Scheme through engagement with interpreter communities and wider industry contacts.

**Quality and Assurance Supplier Website**

19.28 The Supplier shall provide the Quality and Assurance Supplier with the following information as a minimum to be hosted on the Quality and Assurance Supplier Website:

19.28.1 link to the Supplier's Website; and

19.28.2 information about the Supplier's Complaints and Feedback process, including any links.

**Confidentiality**

19.29 The Supplier shall treat all information provided by the Quality and Assurance Provider as confidential and such information shall be treated in the same way as Authority Confidential Information in accordance with Schedule 5 (Security Requirements).

## 20 Performance – Interpreter

**Authority Code of Conduct and Ethics**

In this paragraph 20, references to the **Authority** include references to the Quality and Assurance Supplier.

20.1 The Supplier shall:

20.1.1 ensure that the Interpreters read and commit in writing to the Authority Code of Conduct and Ethics in Appendix C, before receiving a Booking and renewed annually;

20.1.2 have a procedure in place to address an Interpreter's poor performance or breach of the Authority Code of Conduct and Ethics in Appendix C, which must allow for:

(a) a fair and transparent investigation completed as soon as possible within ten (10) Working Days;

(b) where a breach has occurred, a proportionate outcome; and

(c) if appropriate, the suspension or removal of the Interpreter from the Register.

20.1.3 Where the Interpreter has been suspended or needs to be removed from the Register, the Supplier shall:

(a) immediately cease offering the Interpreter Bookings under the Contract;

(b) immediately or within one (1) Working Day notify the Quality and Assurance Supplier and the Authority setting out their reasons for the request;

(c) where the Interpreter is already confirmed to attend a Booking arrange for them to be withdrawn from the Booking and use best endeavours to find a suitable replacement; and

(d) notify the relevant Commissioning Body in accordance with paragraph 15.6;

20.1.4 if requested by the Authority, submit a notice to the Quality and Assurance Supplier to remove an Interpreter from the Register and shall ensure that the Interpreter is not used for Bookings; and

20.1.5 ensure that Interpreters maintain the confidentiality of the information contained in the Booking at all times and do not seek to make personal gain in excess of their payment for the Booking through knowledge of that information.

**Suspension of Interpreters requested by the Authority**

20.2 The Authority may require the Supplier to suspend any Interpreter from fulfilling Bookings at any time.

20.3 If the Interpreter is suspended, the Supplier may appeal to the Authority to lift the suspension.

20.4 In response to the Supplier's appeal, the Authority may cancel the suspension, upon such conditions as it shall think fit, or confirm the removal of the Interpreter from the Register.

20.5 If the Authority confirms removal of the Interpreter from the Register, the Supplier shall provide a replacement within the timescale requested by the Authority.

20.6 The Commissioning Bodies are not liable either to the Supplier or to Interpreters for any costs or losses of any nature whatsoever caused by the suspension of an Interpreter or their removal from the Register.

**Performance issues – Supplier Personnel**

20.7 The Supplier shall have a code of conduct and ethics for Supplier Personnel which sets out for them:

20.7.1 the behaviour expected;

20.7.2 its confidentiality requirements;

20.7.3 their security responsibilities;

20.7.4 their information handling responsibilities; and

20.7.5 the process the Supplier will follow when notified of a breach of the Supplier's code of conduct and ethics,

(the **Supplier Code**).

20.8 The Supplier shall provide the Authority with a copy of the Supplier Code during the Implementation Period for review.

20.9 The Supplier shall provide a copy of the Supplier Code to all Supplier Personnel before they start working on the Contract.

20.10 The Supplier shall ensure that Supplier Personnel read and commit in writing to the Supplier Code annually.

20.11 The Supplier shall have a written procedure in place on how any breaches of the Supplier Code will be handled which it shall share with Commissioning Bodies during the Implementation Period.

## 21 Complaints and feedback

21.1 The Supplier shall have an effective policy in place for handling complaints and feedback as outlined in paragraph 21 and Appendix G (Complaints and Feedback) process, made about the Services with the facility to:

21.1.1 log and acknowledge complaints and feedback however they are received within one (1) Working Day of receipt;

21.1.2 investigate complaints and respond to the complainant within ten (10) Working Days;

21.1.3 identify and categorise complaints, maintain and update records with progress, outcomes, response provided, and corrective action taken;

21.1.4 process appeals against a response to a complaint or feedback; and

21.1.5 escalate a complaint, where appropriate to the Quality and Assurance Supplier and the Authority,

(the **Complaints Policy**).

21.2 The Supplier shall:

21.2.1 comply with ISO 10002 Customer Satisfaction and Complaints Handling standard;

21.2.2 submit its Complaints Policy to the Authority during the Implementation Period for approval;

21.2.3 provide the Authority with guidance on their complaints process during the Implementation Period for their review and Approval including the end-to-end process on how they will handle complaints received from the following as a minimum:

(a) Authority;

(b) Commissioning Body;

(c) Service End User;

(d) Interpreter;

(e) Third Party;

21.2.4 cooperate with the Authority and the Quality and Assurance Supplier in any review they wish to carry out into the Complaints Policy and the Supplier's implementation of it;

21.2.5 maintain a record of all complaints and feedback received, the outcomes and actions taken and provide report to the Authority each Month in accordance with Schedule 24 (Reports and Records Provisions);

21.2.6 proactively analyse complaints and feedback data to identify trends and areas for improvement and provide a report to the Authority at Supplier Management Boards or as otherwise required by the Authority at no less than three (3) month intervals;

21.2.7 where complaints and feedback are related to the quality of the services provided by an Interpreter, refer them to the Quality and Assurance Supplier for investigation within one (1) Working Day of receipt. Quality complaints may relate to a breach of the Authority Code of Conduct and Ethics in Appendix C, alleged and actual and Interpreting issues;

21.2.8 where complaints and feedback are related to the Supplier's performance, provide a response within ten (10) Working Days on the progress, resolutions, and any steps to be implemented for the following as a minimum:

(a) failure to supply an Interpreter;

(b) Interpreter did not attend a Booking;

(c) incorrect times recorded on Booking;

(d) Help Desk communications issues;

(e) the Booking Service issues (technical);

(f) website issues (technical);

(g) Account Management issues;

(h) Supplier's personnel;

21.2.9 where they are not able to investigate and provide a response within ten (10) Working Day, they shall send an interim response giving reasons for the delay and the likely timeframe for resolution;

21.2.10 Priority Complaints (those raised by the Commissioning Body whilst a Booking is being undertaken) will be dealt with immediately and the Supplier shall seek to minimise any disruption caused for the following Priority types as a minimum:

(a) Interpreter not arriving at a Booking by the beginning of the Booking;

(b) Interpreter not on a video Booking by the beginning of the Booking;

(c) Interpreter of the required Security Level or Qualification Level not provided for a Booking;

21.2.11 keep a record of all complaints and feedback which includes details of:

(a) the allocated unique reference number;

(b) the response given to the complainant which shall include, if appropriate, any corrective actions taken and relevant timescales;

(c) the resolution status;

(d) the action taken in response;

(e) timescales for responding to and resolution; and

(f) the internal escalation;

21.2.12 co-operate with any investigation undertaken by the Quality and Assurance Supplier following a complaint related to quality of the services provided by an Interpreter and shall comply with the recommendations of their findings. This shall include as a minimum:

(a) the removal or suspension from the Register of the Interpreter;

(b) implementation and monitoring of development plans for the Interpreter;

21.2.13 log, review, and implement where relevant any lessons learned and recommendations.

**Upheld complaints**

21.3 The Supplier shall take appropriate action and/or make appropriate changes to their policy and procedures for all upheld complaints.

21.4 The Supplier shall respond to the complainant with a full account of decisions and timescales for the completion of any corrective actions where applicable.

21.5 The Supplier shall log, review, and implement where relevant any lessons learned, recommendations and findings.

**Not upheld complaints and feedback**

21.6 If the Complaint is not upheld the Supplier must provide the complainant and the Authority with full reasons, within ten (10) Working Days of receipt.

**Appeal and escalation process**

21.7 The Supplier shall:

21.7.1 manage and resolve any appeals received in connection with complaints outcomes by:

(a) acknowledging the appeal within one (1) Working Day of receipt;

(b) reviewing and responding to the appeal within ten (10) Working Days;

(c) updating the complaint record with progress, responses and action taken;

(d) implementing any changes to the Complaints Policy and Supplier processes where required; and

(e) reporting the results to the Quality and Assurance Supplier and the Authority;

21.7.2 if a complaint cannot be resolved by the Supplier even after appeal, refer the complaint to the Quality and Assurance Supplier for investigation within one (1) Working Days of the request from the complainant providing such information as may be required for it to review the complaint including as a minimum:

(a) details of the complaint;

(b) the response given to the complainant;

(c) a chronology of the investigation conducted by the Supplier along with its rationale for the response; and

(d) any other information that the Authority requests.

21.7.3 co-operate with the Quality and Assurance Supplier to implement the findings of its investigation and report on its progress against the recommendations.

## 22 Supplier Relationship Managers

22.1 The Supplier shall:

22.1.1 appoint individuals to work collaboratively with Commissioning Bodies and individual Authority Locations (**Relationship Managers**);

22.1.2 ensure they have a sufficient number of Relationship Managers to cover the demands of the Contract;

22.1.3 notify the Authority and Commissioning Bodies if there are any changes to the Relationship Managers;

22.1.4 where they undertake any engagement or continuous improvement activity with Commissioning Bodies and Authority Locations, ensure that they clearly define the rationale and objectives of this activity with the relevant Commissioning Body and the Authority Location before commencing;

22.1.5 following completion of the activity:

(a) send a report of their findings and actions taken to the relevant Commissioning Body;

(b) act on any recommendations and provide updates to the relevant Commissioning Body at agreed intervals; and

(c) send a summary of all activity, including recommendations and actions taken to the Authority each Quarter at the respective Board meetings as described in Schedule 21 (Governance).

## 23 Wellbeing and safeguarding

### Sensitive material

23.1 The Supplier acknowledges that sometimes the material which Interpreters have to deal with when carrying out their work may be distressing and shall:

23.1.1 inform Interpreters of this as part of the Onboarding Process; and

23.1.2 obtain and retain their written acknowledgement of it in accordance with Schedule 24 (Reports and Records Provisions).

23.2 The Supplier shall:

23.2.1 have a health and safety policy which adheres to the current health and safety legislations and includes provisions for the health and safety of Interpreters;

23.2.2 review and update the health and safety policy annually;

23.2.3 ensure that the updated policy is provided to all Interpreters;

23.2.4 provide a copy of the policy to the Authority on request;

23.2.5 if appropriate, refer Interpreters to counselling services;

23.2.6 allow Interpreters to opt in/out of Bookings which they feel uncomfortable with; and

23.2.7 each year report to the Authority how they have managed these responsibilities.

**Safeguarding**

23.3 The Supplier shall:

23.3.1 produce their own safeguarding policy which complies and aligns with the Authority's safeguarding guidelines in Appendix H;

23.3.2 provide the Authority with a copy of its policy during the Implementation Period for review and Approval;

23.3.3 review and update its policy annually and share the updated policy with the Authority for review and Approval;

23.3.4 provide a copy of its policy to Commissioning Bodies on request;

23.3.5 provide a copy of the policy to all interpreters and ensure that they understand their responsibilities;

23.3.6 collect and record any safeguarding incidents that are identified by Interpreters during a Booking including details of the:

(a) Commissioning Body;

(b) Authority Location;

(c) nature of incident; and

(d) action taken;

23.3.7 notify the respective Commissioning Body of any safeguarding incidents related to their Bookings through the agreed Communication Method;

23.3.8 report on its safeguarding, training and incidents at the respective Board meetings with the Authority as described in Schedule 21 (Governance).

## 24 Supplier Website

24.1 The Supplier shall host and maintain a publicly accessible website which:

24.1.1 is accessible by any person and provides access to key information and resources relating to the Services including:

(a) concise summaries of the Services;

(b) a glossary of commonly used terms;

(c) a list of the Visual and Tactile Communication Services;

(d) the Authority Code of Conduct and Ethics in Appendix C;

(e) guidance on the Supplier's complaints process; and

(f) guidance on how to submit a complaint or provide feedback.

24.1.2 is always up to-date during the Term;

24.1.3 provides Commissioning Bodies and Interpreters with links and information about:

(a) access to the Booking Service;

(b) access to a download facility for training materials and guidance;

(c) guidance on how to submit a complaint or provide feedback; and

(d) the Supplier's key contacts.

24.1.4 complies with the technology specification set out in Schedule 5 (Security Requirements); and

24.1.5 includes such information as is reasonably necessary to ensure compliance with Law and Good Industry Practice, including a privacy policy and the user terms and conditions.

**Supplier Website maintenance and reporting**

24.2 If the Supplier expects the website to be unavailable or intends to make functional changes, it shall notify all Commissioning Bodies no later than five (5) Working Days in advance of any work which could affect functionality and/or availability of the website detailing the intended duration of the work.

24.3 The Supplier shall use its best endeavours to ensure that upgrade or maintenance work that may affect functionality and/or availability of the website is undertaken outside of Normal Working Hours.

24.4 The Supplier shall, within one (1) hour of becoming aware of unplanned website unavailability, notify all Commissioning Bodies of the action being taken to restore the availability of the Website and shall keep them updated every twenty-four (24) hours or as agreed with the Authority until website availability is resumed.

## 25 Supplier Helpdesk

25.1 The Supplier shall:

25.1.1 have a single dedicated telephone number which is not a premium rate number, has no call connection charge and which is accessible from UK landlines and mobile telephones for a helpdesk (the **Helpdesk**) to provide advice and support for:

(a) Commissioning Bodies;

(b) Service End Users;

(c) Interpreters;

25.1.2 ensure the Helpdesk complies with the Contact Centres (ISO 18295:2017) and is available twenty-four (24) hours a day, on every day of the year;

25.1.3 if the Helpdesk is unavailable, notify the Authority immediately and implement alternative arrangements which may include contact via email or the Booking Service;

25.1.4 ensure that calls to the Helpdesk are answered by an operator in accordance with Schedule 3 (Performance Levels);

25.1.5 ensure the Helpdesk has the facility for callers to be directed to the correct team to enable support for:

(a) queries about a Booking on the day;

(b) an outstanding query with a reference number;

(c) when an Interpreter has not arrived by the beginning of the Booking;

(d) complaints and feedback; and

(e) making a Booking in accordance with paragraph 10 (Telephone Booking Service;

25.1.6 ensure the Helpdesk has a case management facility to create and record a:

(a) call reference number "Ticket Number" for each query;

(b) history of all calls; and

(c) detail of all calls;

25.1.7 ensure that all records created by the Helpdesk are stored securely in accordance with Schedule 5 (Security Requirements);

25.1.8 ensure that the Helpdesk is sufficiently resourced with operators to meet demand who have adequate knowledge of the following as a minimum:

(a) each of the Commissioning Bodies and their requirements; and

(b) the Authority's security, data protection, information handling policies.

## 26 Training and guidance for Commissioning Bodies

26.1 The Supplier shall provide training and guidance documents to the Commissioning Bodies during the Implementation Period and during the Term on:

26.1.1 how to use the Booking Service to include as a minimum:

(a) practical training that allows each Commissioning Body's staff to have access to a test system to enable them to practice before using the live system;

(b) training on how to:

(i) make Booking;

(ii) amend a Booking;

(iii) cancel a Booking;

(iv) close a Booking (including authorising timesheets);

(v) review a Booking;

(vi) make a Complaint;

(vii) provide feedback on the service provided following delivery of the Booking;

(viii) access, and review Management Information including printing of reports; and

(ix) creating and Managing Booking Service user accounts;

(c) guidance documents must include as a minimum:

(i) trouble shooting, frequently asked questions, hints and tips documents that can be easily saved and printed; and

(ii) guidance to support training provided;

26.1.2 Supplier processes for:

(a) all Methods of Interpretation (Face to Face and Video);

(b) handling complaints and feedback; and

(c) requesting and accessing Management Information;

26.1.3 Deaf Awareness sessions to build understanding for Commissioning Bodies.

26.2 During the Implementation Period, the Supplier shall provide details of how the training materials and guidance will be developed, including the review of drafts, processing of amendments and a schedule of when the training will be delivered for final approval by the Authority as part of the Implementation Plan.

26.3 The Supplier shall:

26.3.1 submit final versions of training materials and guidance documents to the Authority for approval no later than twenty (20) Working Days before the delivery of the training or sharing of the materials;

26.3.2 develop and maintain the training materials and guidance documents to ensure they are kept up to date throughout the Term;

26.3.3 ensure that the training materials and guidance documents are accessible to Commissioning Bodies through the Booking Service and on the Supplier Website;

26.3.4 ensure that any documentation, including training materials, is in a format that makes it accessible to all users and shall, where requested by the Authority or Commissioning Bodies make reasonable adjustments to any training material to accommodate the needs of a member of their staff.

26.4 The training shall be delivered in a format agreed with the Authority and the Commissioning Bodies which will include webinars, videos and in person.

26.5 Where training is required in person, this shall be carried out at the locations nominated by Commissioning Bodies or as may otherwise be agreed. Any special equipment necessary for the training shall be provided by the Supplier.

26.6 The Supplier shall proactively identify any new or refresher training needs during the Term and submit its recommendations and any training material to the Authority for review and Approval before the proposed delivery or sharing of the new training/guidance.

26.7 The Supplier shall enable Commissioning Bodies to request bespoke training or guidance documents during the Term.

26.8 The Supplier shall undertake post training evaluation to assess the effectiveness of their material and the approach taken. The feedback shall be used to identify and make any improvements to the material.

26.9 The Authority shall support the Supplier in the development of training material to support awareness sessions with the Supplier Personnel to provide them with an overview of the following:

26.9.1 an overview of the Authority and the different Commissioning Bodies;

26.9.2 Authority processes and procedures (Court, Prisons, Working with Children etc);

26.9.3 roles and responsibilities of the different Commissioning Bodies;

26.9.4 introduction to the court and tribunals structures.

## 27 Technology and innovation

27.1 The Supplier shall:

27.1.1 proactively engage and support with innovations being developed by Commissioning Bodies and seek new opportunities for innovation that could be used to improve delivery of the Services during the Term, including proactively identifying any technological innovations which may be considered by the Authority to provide the Services more effectively and/or more efficiently subject to the Change Control Procedure;

27.1.2 take a proactive approach to using technology to deliver the Services in a way that continues to meet the required standards, whilst improving the quality, efficiency, delivery and provision of the Services including as a minimum:

(a) new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;

(b) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or Commissioning Bodies which might result in efficiency and/or productivity gains and/or in reduction of operational risk; and

(c) new or potential improvements to the methodology of collation, and the reporting of Management Information to Commissioning Bodies which might result in efficiency or productivity gains or in reduction of operational risk.

27.1.3 update the Authority every six (6) Months on the activity it has undertaken in accordance with this paragraph 27.

## 28 Management Information and reporting

28.1 The Supplier shall:

28.1.1 provide the Authority with Management Information in accordance with Schedule 24 (Reports and Records Provisions) and ad-hoc requests for bespoke management information;

28.1.2 provide the Authority with the complete raw datasets, the format and frequency of which shall be agreed during the Implementation Period; and

28.1.3 be proactive in analysing the Management Information and present each Quarter an analysis for Visual and Tactile Communication Services, forecasting and projected impacts.

## 29 Ad-hoc and urgent requests for data and information

29.1 The Supplier shall have a process for handling ad-hoc and urgent requests for data and information from the Authority and Commissioning Bodies, which shall be shared with the Authority during the Implementation Period for their review and approval.

29.2 The Supplier shall, within two (2) Working Days of the request (unless directed otherwise by the Authority), provide all necessary assistance and co-operation reasonably requested by the Authority and Commissioning Bodies to enable the Authority and Commissioning Bodies to comply with their obligations to respond to the following:

29.2.1 Freedom of Information Act requests;

29.2.2 Parliamentary Questions;

29.2.3 Ministerial Correspondence;

29.2.4 Environmental Information Regulations 2004;

29.2.5 Subject Access Requests; and

29.2.6 other official briefings.

29.3 The Supplier shall be required to provide the data and information in the format requested by the Authority or Commissioning Body when the request is made.

## 30 Right to audit by the Authority

30.1 The Authority will reserve the right to conduct Service Audits on the Supplier and their Sub-Contractors on any aspect of the Services provided to the Authority. Such Service Audits shall be undertaken:

30.1.1 before awarding the contract;

30.1.2 at least annually; or

30.1.3 as requested by the Authority at any time.

30.2 The Authority shall confirm the purpose and scope of each audit with the Supplier and shall include as a minimum:

30.2.1 recruitment of Interpreters;

30.2.2 Qualification of Interpreters;

30.2.3 Vetting Process of Interpreters;

30.2.4 Complaints Management;

30.2.5 Business Continuity;

30.2.6 Booking Process;

30.2.7 implementation of MoJ Policies;

30.2.8 security controls.

## Appendix A

## Urgency Types and Security Levels

**Table 1**

| Method of interpretation | Urgency Types (as defined in Table 2) | Security Levels (as defined in Table 3) |
|---|---|---|
| Face to Face | UT1<br>UT2<br>UT3<br>UT4 | SL1<br>SL2<br>SL3<br>SL4<br>SL5 |
| Video | UT1<br>UT2<br>UT3<br>UT4 | SL1<br>SL2<br>SL3<br>SL4<br>SL5 |

**Table 2**

| Urgency Type | Definition |
|---|---|
| UT1 | Services required within three hours of the Booking. |
| UT2 | Services required after three hours but within 24 hours of the Booking. |
| UT3 | Services required on or after 24 hours but within five calendar days of the Booking. |
| UT4 | Services required six calendar days or longer after the Booking. |

**Table 3**

| Security Level | Definition |
|---|---|
| SL1 | Security clearance to baseline personnel security standard and/or disclosure barring service check. |
| SL2 | Security clearance to counter terrorism check standard. |
| SL3 | Security clearance to security check standard. |
| SL4 | Security clearance to developed vetting standard. |

| | |
|---|---|
| SL5 | Security clearance to non-police personal vetting level 3 standard. |

## Appendix B

### List of Visual and Tactile Communication Services and Qualification Levels

This is not an exhaustive list, and the Authority may update this as required during the Term.

### 1 Visual and Tactile Communication Services

| Categories for Visual and Tactile Communication Services | Type of Interpreter | Service description | Qualification* |
|---|---|---|---|
| Category 1 | British Sign Language | Enables communication between deaf sign language users and hearing people.<br><br>** Access to Work requirement is set in paragraph 2 below | CACDP Level 6 NVQ in Interpreting (BSL/English) and at least NVQ Level 6 in BSL* |
| | British Sign Language (Welsh Variant) | Enables communication between deaf sign language users and hearing people | CACDP Level 6 NVQ in Interpreting (BSL/English) and at least NVQ Level 6 in BSL* |
| | Sign Supported English | Signing and speaking English at the same time | CACDP Level 6 NVQ in Interpreting (BSL/English) and at least NVQ Level 6 in BSL* |
| | Cued Speech | Cued Speech – A visual communication system that supports a deaf person to access speech. It uses eight hand shapes in four different positions (cues) around the mouth to make spoken language more "visible", with the aim of developing lip-reading skills | Certificate of Proficiency in Cued Speech, Level 2, Level 6 NVQ in Interpreting (BSL/English) |
| | Makaton | Makaton is a programme that combines signs, symbols and speech to give different options for people to communicate. | Certificate of completion for level 4 Advanced) workshop from the Makaton Charity |

| | | | |
|---|---|---|---|
| | Interpreter Deafblind visual frame | To assist Deafblind clients in communicating through the Deafblind Visual Frame Signing.<br><br>To relays auditory and visual information such as reactions to what has been said and the movement of other people. | Supplier to confirm Qualification requirements during the Implementation Period |
| Category 2 | Sign Language – Foreign | Enables communication between deaf sign language users and hearing people | Supplier to confirm Qualification requirements during the Implementation Period |
| | Deaf Relay – Intralingual language modification | Deaf person who is an expert in assisting Deaf people who have additional communication needs perhaps due to having limited language skills or having a learning difficulty or mental health problem which affects their ability to communicate effectively. They work as part of team alongside a registered BSL/English Interpreter. | CACDP Level 6 NVQ in Interpreting (BSL/English) and at least NVQ Level 6 in BSL* |
| | Video Relay Interpreting | A service that allows Deaf, Hard of hearing and speech impaired individuals to communicate over video and similar technologies with hearing people in real-time, via a sign language interpreter. | CACDP Level 6 NVQ in Interpreting (BSL/English) and at least NVQ Level 6 in BSL* |
| | Interpreter Deafblind manual/hands on | To assist Deafblind clients in communicating through either the Deafblind Manual or Hands-On Signing.<br><br>To relays auditory and visual information such as reactions to what has been said and the | CACDP Level 3 Certificate (Deafblind manual) * |

| | | | |
|---|---|---|---|
| | | movement of other people. | |
| Category 3 | Notetaker (electronic/manual) | Take notes for deaf people in a wide range of situations.<br><br>Manual Notetakers take a clear set of notes handwritten in English for the deaf client to read later.<br><br>Electronic Notetakers produce a real-time summary of what is said using a laptop or computer which is linked to a second laptop for the client to read from. | CACDP Level 3 Certificate (Notetaking)* |
| Category 4 | Lip reader | Lipreaders help people to access information with no audio. The lipreader will watch a person/persons speak and will write an account of what is being said. | Supplier to confirm Qualification requirements during the Implementation Period. |
| | Lip speaker | Lipspeakers reproduce clearly the shapes of the words and the natural rhythm and stress used by the speaker without using their voice. | CACDP Level 3 Certificate (Lip speaking) * |
| Category 5 | Speech to Text Reporters | Speech to Text Reporters (STTRs) help people who are d/Deaf to access audio information via a laptop or large screen. | CACDP Level 3 Certificate (Verbatim speech to text reporting) * |

**2 Access to Work**

Access to Work is a government programme designed to provide communication support for disabled people within their workplace.

A Commissioning Body will make a Booking for an appropriately qualified British Sign Interpreter in accordance with paragraph 12 – Interpreter Qualification and the Qualifications table below.

Communication support will be required for Commissioning Body personnel and judiciary across a wide spectrum of interactions, including as a minimum:

2.1 Non-legal for example:

2.1.1 team meetings;

2.1.2 informal discussions;

2.1.3 training events;

2.1.4 supervisions;

2.1.5 conferences; and

2.1.6 everyday social workplace interactions and discussion.

2.2 Legal

2.2.1 formal HR discussions;

2.2.2 job interviews;

2.2.3 support within a legal setting ie in court for judiciary.

**Access to Work Qualifications**

| Booking Type | Qualification | Category of Interpreter |
|---|---|---|
| Access to Work – Non-Legal | Level 6 British Sign Language* | Regulated Trainee Sign Language Interpreter (TSLI) |
| Access to Work – Legal | Level 6 British Sign Language* | Registered Sign Language Interpreter BSL/English/Welsh |

* Or updated qualifications which are assessed and approved by the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), the Regulatory Body of Sign Language Interpreters (RBSLI), the Scottish Association of Sign Language Interpreters (SASLI) or bodies with equivalent suitable experience and processes as have been approved by the Authority and notified in writing to the Supplier from time to time.

## Appendix C

## Authority Code of Conduct and Ethics

### Introduction

The code describes the public service standards and ethical values which underpin the work of the Ministry of Justice and reflects current guidance and best practice which all Interpreters must follow.

As a publicly funded body, the Ministry of Justice has a duty to set and maintain the highest standards of conduct and integrity and it expects the highest standards of corporate behaviour and responsibility from its employees and people who are contracted to work for it.

All Interpreters are expected to act in the spirit set out in the seven principles of public life: the "Nolan Principles" available here:

https://www.gov.uk/government/publications/the-7-principles-of-public-life

As well as promoting the standards of business conduct expected of public bodies, this policy aims to protect Interpreters from any suggestion of corruption, partiality, or dishonesty by providing a clear framework through which the organisation can provide guidance and assurance that its officers conduct themselves with honesty, integrity, and probity.

The code should be read in conjunction with all relevant Ministry of Justice policies which are developed and agreed in line with the principles set out in this code.

| | | |
|---|---|---|
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## 1 Ethics

For the purposes of this code, references to a **commissioning body** are references to the organisation which requires the services of the Interpreter.

All Interpreters must:

1.1 at all times act with integrity, maintain high standards and conduct themselves in an ethical and professional manner, including when working with other Interpreters to complete a Booking;

1.2 carry out their work in an impartial manner and disclose any personal interest, such as financial, business, family related or are known to them, in order that the commissioning body can assess if this constitutes a potential conflict of interest as soon as they become aware of it. If the commissioning body considers the conflict to be unacceptable, the Interpreter may be asked to withdraw from the Booking;

1.3 not accept any gift or reward that could be construed as an incentive to act against their professional obligations;

1.4 not accept payment for information about the commissioning body or details of their Booking or information shared as part of the Booking;

1.5 immediately notify the commissioning body of any prior relationship with any party to proceedings in a Booking;

1.6 immediately notify the commissioning body of any previous involvement with a particular Booking;

1.7 disclose to the commissioning body if they have had any involvement in previous Bookings with the same client;

1.8 disclose to the commissioning body any criminal record or other information which may make them unsuitable for a particular Booking. At the discretion of the commissioning body, Interpreters with a criminal record may be precluded from receiving particular Bookings;

1.9 not discriminate between parties (to their advantage or disadvantage) either directly or indirectly and act impartially at all times and not act in any way that might result in prejudice or preference on any grounds, including but not limited to, religion or belief, race, colour, ethnic origin, political allegiance, gender, gender reassignment, age, nationality, sexual orientation, or disability other than as obliged to in order to faithfully translate, interpret otherwise transfer meaning;

1.10 respond within the required timescale to any allegations of misconduct or departure from this code;

1.11 not engage in any behaviour likely to discredit the Authority including, but not limited to, impairment through drugs or alcohol, sexual misconduct, violence, intimidation, or abusive behaviour;

1.12 monitor fitness to carry out work and ensure that duties are stopped in the event that it could be detrimental to physical or mental health;

1.13 maintain vigilance and observe behaviour of Service End Users, ensuring to notify the relevant officer if signs of anxiety, distress or distractions are witnessed;

1.14 if they believe that a vulnerable child or adult is at risk of harm, highlight any areas of concern, poor practice, or potential safeguarding issues to the contractor they are booked through, and report the safeguarding issue in accordance with the Suppliers safeguarding policy;

1.15 keep a digital record of actions and reasons for sharing information about a person, to be shared with the Authority on request;

1.16 conduct themselves in an ethical and professional manner at all times, from acceptance to completion of Bookings made through the contracted supplier by the Commissioning Body;

1.17 if they are a member of a professional body, always act in accordance with their ethical standards;

1.18 make considered and clear judgements about what to do in instances where parts of this 'Code' could come into conflict with itself, such as sharing confidential information in order to prevent harm. Ensure that all decisions can be justified appropriately.

## 2 Confidentiality

All Interpreters must:

2.1 treat all information provided in the course of a Booking as confidential and unless disclosure is required by law, ensure no information is communicated to any third party without the express permission of the commissioning body;

2.2 ensure that all information and material is used only for the purpose authorised by the commissioning body;

2.3 ensure that all material is returned to the commissioning body at the conclusion of a Booking;

2.4 comply with all Data Protection Legislation;

2.5 not use any of the information obtained during the course of a Booking for any purpose other than is authorised; and

2.6 secure any document, recordings or media provided during the course of a Booking, ensuring that it is not disclosed or copied and is returned at the end of the Booking.

## 3 Professional competence

All Interpreters must:

3.1 at all times cooperate with any quality and assurance activity carried out by or on behalf of the Authority;

3.2 only accept Bookings for Visual and Tactile Communication Services in which they can demonstrate that they have the required level of competency and refuse any work beyond their level of competency, either linguistically or due to a lack of specialised knowledge;

3.3 be fluent in and demonstrate a comprehensive understanding of the written and Visual and Tactile Communication Services, including regional dialects, colloquialisms, idiomatic expressions, and technical terms;

3.4 maintain Visual and Tactile Communication Services and other relevant professional linguist skills in order to discharge services to the required standard;

3.5 be familiar with any cultural background relevant to the Booking;

3.6 understand the relevant procedures and protocols of the justice system as required for the relevant commissioning body;

3.7 not delegate any work to third parties or accept any delegated work;

3.8 not bring the Authority or the profession generally into disrepute by conducting themselves in a manner at variance with the high standards expected of a professional person; and

3.9 hold valid Qualifications, certificates, and Security Levels prior to taking Bookings with these requirements as requested by the relevant commissioning body.

## 4 Face to Face and Video interpretation

All Interpreters must:

4.1 verify their identity on request by the commissioning body through the use of an up-to-date photo Identification Badge;

4.2 wear their photo Identification Badge at all times when on a Booking;

4.3 verify the validity of any declared security clearances/Security Levels when requested by the commissioning body;

4.4 arrive at the venue in readiness to commence interpreting at the time requested to by informing a member of staff of their arrival so the time can be recorded accurately;

4.5 arrive at the venue with the official timesheet;

4.6 ensure all timesheets contain accurate information and not make fraudulent claims of time worked;

4.7 ensure all timesheets are approved by an appropriate staff member of the commissioning body before leaving the Booking location;

4.8 comply with the security arrangements of the location they are attending;

4.9 remain for the entire duration of the Booking or until released by the commissioning body;

4.10 when accepting back-to-back Bookings, only accept a second Booking within a reasonable distance to ensure they can complete the first Booking and arrive for the second at the requested time;

4.11 dress appropriately for all Bookings;

4.12 take an oath or give an affirmation if directed to do so;

4.13 for remote Bookings, ensure they are in an appropriately secure environment, free from noise and with full consideration of data security guidelines.

## 5 Verbal interpretation

Interpreters must:

5.1 interpret impartially between the various parties, taking reasonable action to ensure effective communication and clear understanding;

5.2 convey the exact meaning of what has been said by each party, without making changes or omissions to the content; intervening only to prevent potential misunderstandings. In exceptional circumstances, a summary (which must not distort in any way the meaning of what has been said) may be given if requested by the commissioning body;

5.3 inform the commissioning body where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair their ability to carry out the Booking. If these issues cannot be resolved to the satisfaction of the commissioning body, the Interpreter should withdraw from the Booking;

5.4 not give legal or other advice or express opinions to any of the parties that exceed their role and duties as Interpreters; and

5.5 request that the relevant parties provide an environment that is conducive to deliver interpretation, such as ensuring that all parties can be heard clearly. The Interpreter must inform the relevant parties if the environment appears unsuitable for the purpose.

## 6 Social media

All Interpreters must:

6.1 be aware that social networking websites are public forums and should not assume that their entries will remain private. All communications via social media must comply with the relevant organisational social media and associated policies; and

6.2 refrain from posting or uploading anything on social media websites in relation to bookings in court hearings or venues, past, present, or future, in which the matter discussed could be considered confidential or not for public consumption.

## Appendix D

## Security requirements

### 1 General requirements

1.1 The Supplier shall comply with such requirements as the Commissioning Body may in its absolute discretion impose in relation to the security vetting level required.

1.2 The Supplier shall ensure that Interpreters have undergone a Baseline Personnel Security Standard (BPSS) check to the standard defined in the following guidance https://www.gov.uk/government/publications/government-baseline-personnel-security-standard including a basic criminal records disclosure check, or received the level of checking appropriate to the site/particular booking, as dictated by the Commissioning Body.

1.3 This might also involve the need for National Security clearance at Counter Terrorist Check (CTC), Security Check (SC) or Developed Vetting (DV) levels or NPPV3 in the case of the police. The link below provides details of the majority of the security/vetting requirements.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367514/Security_Requirements_for_List_X_Contractors.pdf

### 2 Records and results

2.1 The Supplier shall complete and retain the required Verification Record forms attached in the guidance, to evidence that vetting checks have been completed to the required standard by all Interpreter and provide these to the Quality and Assurance Supplier as part of the Register and where otherwise requested.

2.2 The Authority must be notified of any adverse results from a criminal records check (ie spent or unspent convictions) relating to an Interpreter. Adverse results will be considered on a case by case basis and the Authority reserves the right to exclude Interpreter from involvement in the Contract as a result. Where the Authority excludes translators on this basis it remains the responsibility of the Supplier to ensure that the Interpreters are not given access to material processed in meeting the requirements of the Contract.

### 3 Special circumstances

3.1 The Supplier shall ensure they maintain a pool of Interpreters that have been vetted by the Disclosure and Barring Service in order fulfil the Authority's obligations under the Safeguarding Vulnerable Groups Act 2006. (Vulnerable Groups include those held in lawful custody or are on probation).

3.2 Where required by the Authority the Supplier shall provide a list of Supplier Personnel who have been vetted by the Disclosure and Barring Service.

### 4 Access to information

4.1 If and when directed by the Authority, the Supplier shall provide a list of the names and addresses, National Insurance numbers, periods of employment, immigration status and tax exemption certificates of all Interpreter who are expected to require admission in connection with the Contract to any premises occupied by or on behalf of the Commissioning Body, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably desire. The Supplier must provide the Authority with a list of security cleared personnel, and documentary evidence of clearance checks on request.

4.2 The Supplier shall obtain the written confirmation from all Interpreter that they consent to their details and associated data to be shared with the Authority.

## 5 Renewal/Updating of Security Clearances and Vetting requirements

5.1 The Supplier shall take responsibility for keeping clearances/Security Levels and checks up to date in accordance with their renewal periods and shall allow the Authority access to all such records within five Working Days of receiving a request.

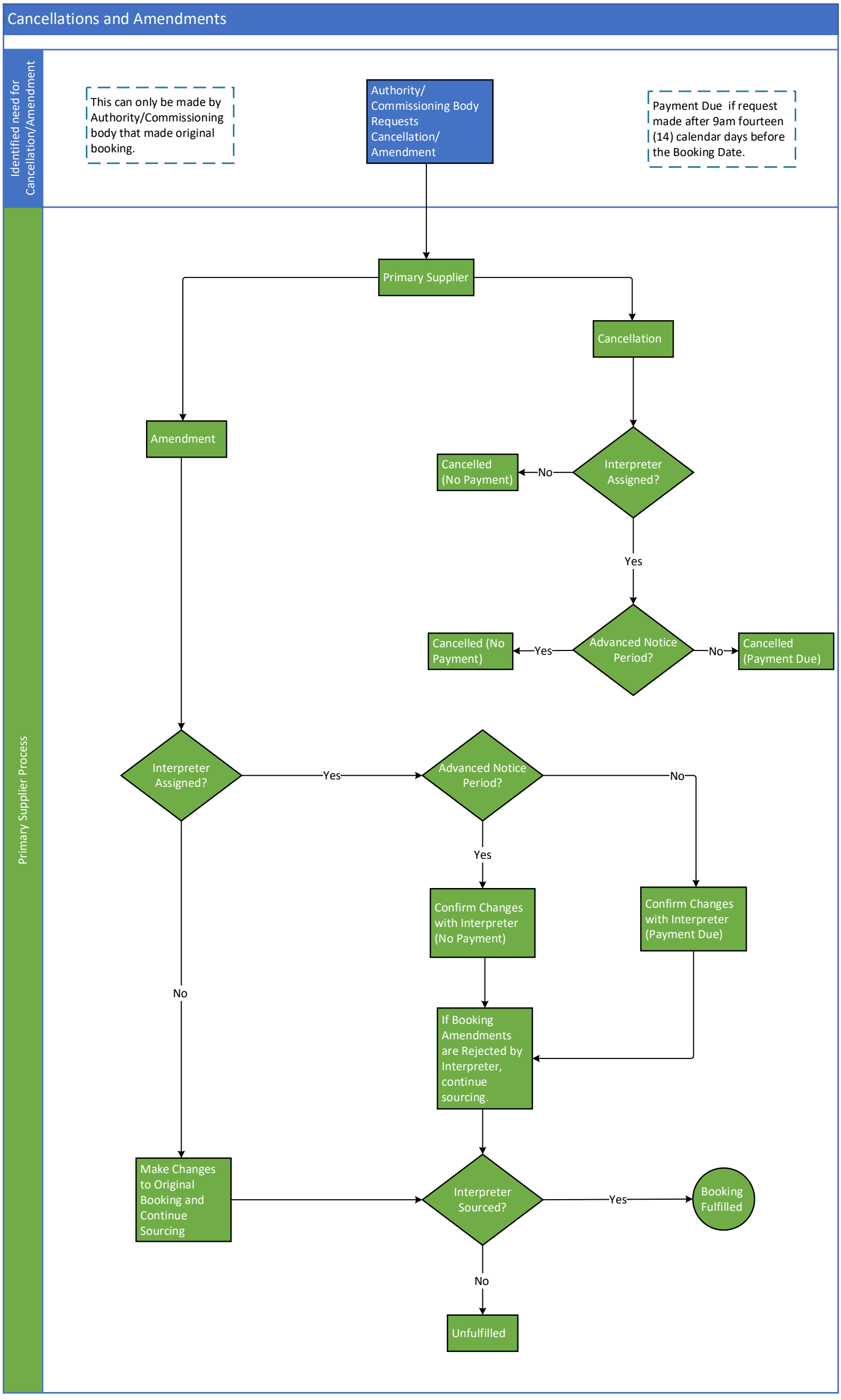
5.2 The Supplier shall ensure that Interpreter Identification cards are maintained and updated, as cards will not be accepted by the Commissioning Body if they do not clearly show up to date information and an up-to-date photograph.

5.3 All Interpreters must carry evidence of any declared security clearances/Security Levels to all Bookings. The evidence must confirm the Security Level assigned to the individual and date it is valid to.

5.4 The Authority shall not be responsible for any costs associated with the Interpreter obtaining or renewing any security, vetting or relevant disclosure certificate.

**Appendix E**

**Cancellation and Amendments Process**



## Appendix F

## Role of the Quality and Assurance Supplier

Working with the Supplier, the Quality and Assurance Supplier shall on behalf of the Authority:

1 Manage and maintain the Register.

2 Provide annual assurance to the Authority that the Onboarding Processes of the Supplier are robust and follow Good Industry Practice.

3 Carry out Planned and Individual Assessments to assess the quality of the services delivered by the Interpreters. The Planned Assessments are to be carried out remotely (through recordings) or in person at Commissioning Bodies' Premises or other locations.

4 The Planned Assessments and Individual Assessments undertaken by the Quality and Assurance Supplier shall include, as a minimum:

4.1 an assessment of the Interpreters' ability and competence to deliver the Services on behalf of the Supplier;

4.2 confirmation that the Interpreter has agreed to the Authority Code of Conduct and Ethics;

4.3 an independent quality check of the Onboarding Processes that took place at the time of the initial recruitment between the Interpreter and the Supplier. This will include an interrogation of the visual and tactile communication skills and qualifications, security clearance, acceptance of the Authority Code of Conduct and Ethics and the relevant experience of Interpreters.

5 In instances where the quality of the Services being performed by the Interpreter is identified as unacceptable, take the appropriate steps to, (a) suspend or (b) remove the Interpreter from the Register and in the case of scenario (a), in conjunction with the Supplier and the Interpreter agree a development plan which would allow the Interpreter to meet the required standard and/or reinstatement on the Register.

6 Carry out ad-hoc audits of the Services delivered by the Supplier as directed by the Authority.

7 Investigate all complaints referred by the Supplier which relate to the quality, standard or competence of Interpreters including alleged breaches of the Authority Code of Conduct (in conjunction and cooperation with) the Supplier.

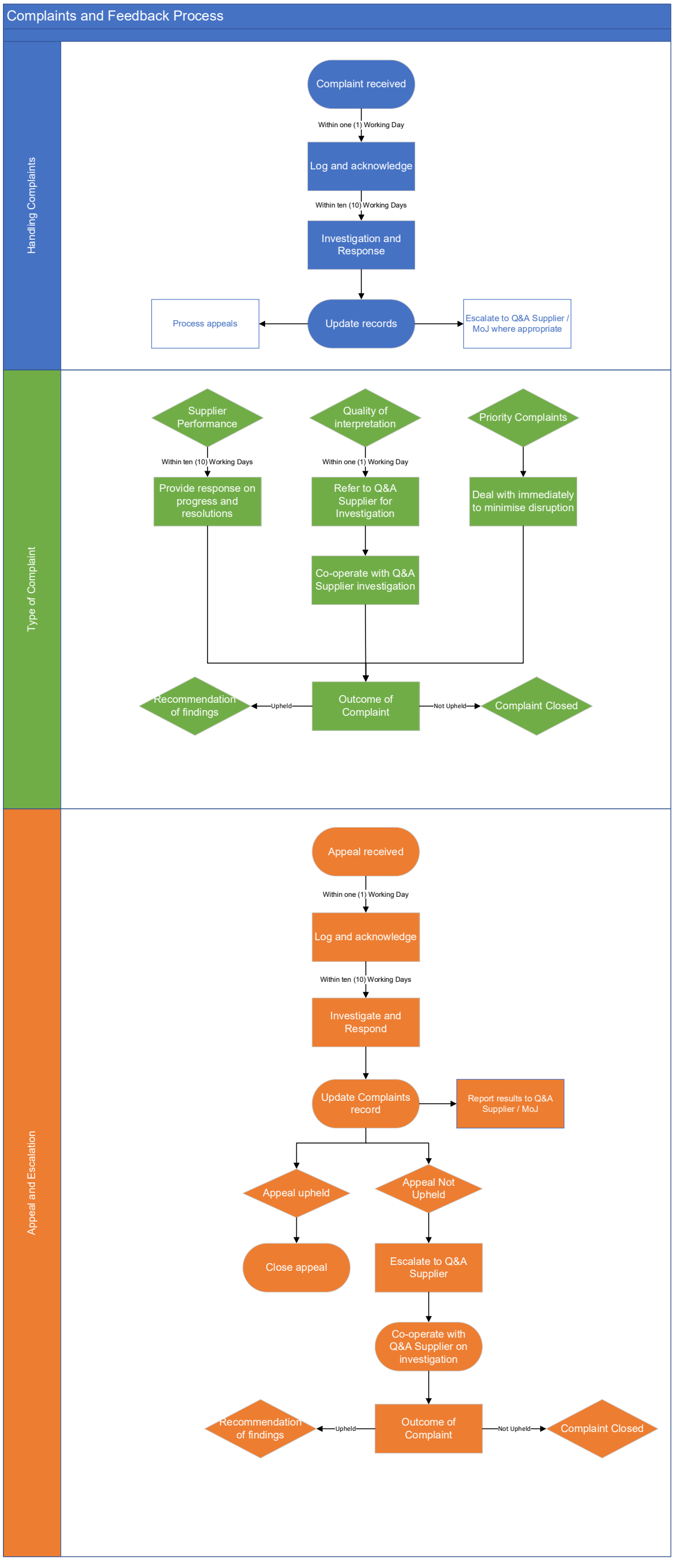
8 Provide annual assurance of the Suppliers Complaints Policy.

9 Undertake an annual survey of Commissioning Bodies, Service End Users, Interpreters, and any other person involved in the Services to measure their satisfaction of the Services delivered by the Supplier.

10 Develop and manage the Professional development scheme of Interpreter (Trainee Scheme) to develop a future pipeline to aid continuity of the Services, including, identifying new and emerging qualifications and pathways.

## Appendix G

## Complaints and Feedback Process



## Appendix H

## Authority Safeguarding Guidelines

### 1 Policy Statement

1.1 The Civil Service is committed to high standards of conduct in every aspect of its work. For civil servants these standards are upheld through the Civil Service Code, and in the Ministry of Justice, through our policies and Values.

1.2 We expect Suppliers to uphold equivalent standards of conduct throughout their organisation and supply chains, including sub-contractors. **Suppliers should have their own Safeguarding policy which must be upheld by their own staff. Suppliers are expected to make sure this aligns with the Authority Safeguarding Guidelines and does not undermine or contradict anything in it.**

1.3 In delivering the services, Suppliers staff (either directly employed or otherwise) may come across something that deviates from these standards: finding fundamental wrongs, illegal activity or activity which endangers others in and beyond the Department. This policy focuses specifically on concerns relating to a child or vulnerable adult being at harm or at risk of harm, detailing the need for employees to speak up.

1.4 Staff may come across information suggesting harm or risk to a child or vulnerable adult through, for example:

1.4.1 Witnessing inappropriate behaviour during the delivery of the service;

1.4.2 Conversations with colleagues, customers, or others;

1.4.3 Reading correspondence related to a service;

1.4.4 Applications for the delivery of a service;

1.4.5 Social media;

1.4.6 Complaints;

1.4.7 Raising a Concern – Whistleblowing disclosures.

1.5 Where the concern is away from work staff may wish to use external sources outlined in paragraph 4 to assist in raising a concern. This policy applies to all employees including officers, consultants, contractors, casual workers, volunteers and agency staff.

### 2 Definitions

2.1 **Child** – For the purposes of this policy, a **child** is someone who has not yet reached their 18th birthday. Once they turn 18, they are legally an adult.

2.2 **Staff** – In the context of this policy **staff** means any employee either directly employed or otherwise, involved in the delivery of the services. For the avoidance of doubt this includes non-operational roles such as administration and includes officers, consultants, contractors, casual workers, volunteers and agency staff.

2.3 **Vulnerable adult** – For the purposes of this policy, a **vulnerable adult** is someone aged 18 or over, who may be in need of the departmental services or support as an employee, by reason of mental or other disability, age or illness; and who is or may be unable to take care of themselves, or unable to protect themselves against significant harm or exploitation.

## 3 Raising a Concern

3.1 If staff have safeguarding concerns, there are a variety of routes they can use to speak up:

3.1.1 **External Agencies** – Where a child or vulnerable adult is at risk they should speak to the local police or local child/adult social care, who will lead on the response to protect the child or vulnerable adult.

3.1.2 Raising with a Manager – This might be the staff members line manager or another manager they feel comfortable talking to. The manager should be able to either help staff identify the most appropriate route for raising the concern or arrange for them to speak to someone who can help.

3.1.3 Raising an Internal Concern – If staff are concerned that they have been asked to do something or are aware of the actions of other members of staff, which they consider to be in breach of the Supplier's policies, fundamentally wrong, illegal or have the potential to endanger others, they should be provided with a mechanism to be able to raise a concern internally without fear of reprisal or breach of confidentiality.

3.1.4 Grievance/Dispute Resolution – If staff have concerns about another staff members treatment at work, these should be raised in accordance with the Suppliers internal HR Policies.

## 4 Additional Support

4.1 All staff should be made aware of the additional support available:

4.2 In an emergency, call 999:

4.2.1 To report a non-emergency call 101 or contact your local Police Station.

4.2.2 For child social care services, you can find your local contacts here.

4.2.3 For adult social care services, you can find your local contacts here.

4.3 Other Contacts:

4.3.1 **NSPCC** – Telephone 0808 800 5000

Independent Charity Organisation that works to protect and prevent the abuse of children. They can listen to your concerns, offer advice and support and can take action on your behalf if a child is in danger.

4.3.2 **Action on Elder Abuse (AEA)** – Telephone 0808 808 8141

Works to protect and prevent the abuse of vulnerable older adults. Their helpline is confidential and provides information and emotional support.

4.3.3 **Citizens Advice** – Telephone 0344 411 1444

National network of advice centres offering free, confidential, independent advice, face to face or by telephone.

4.3.4 **Age UK Advice** – Telephone 0800 169 65 65

Age UK provides advice and information for people in later life through their Age UK Advice line, publications and online.

4.3.5 **Care Quality Commission** – Telephone 0300 0616 161

Independent regulator of adult health and social care services in England, covering NHS, local authorities, private companies or voluntary organisations and people detained under the Mental Health Act.

4.3.6 **Action Fraud** – Telephone 0300 123 2040

National fraud reporting centre, providing advice and information about fraud and scams.

## Schedule 3

## Performance Levels

### 1 Definitions

1.1 In this Schedule, the following definitions shall apply:

| | |
|---|---|
| **Available** | shall be as described in paragraph 2.2.1 of Part 1 of Appendix B of this Schedule |
| **Booking Commencement Time** | means the time detailed in the Booking from which the Interpreter is required to provide the Services (which for the avoidance of doubt shall be the time from which the Interpreter shall be in attendance at the specified room at the location at which the Services are to be provided as set out in the Booking or otherwise notified by the Commissioning Body) or such other time as the Commissioning Body may approve in writing |
| **Booking Requirements** | means the requirements for the Booking as specified by the Commissioning Body at the point of placing the Booking which may include:<br>(a) Qualification Level;<br>(b) Security Level;<br>(c) Method of interpretation (Face to Face or Video);<br>(d) Visual and Tactile Communication Service Types;<br>(e) Gender; and<br>(f) any other reasonable requirements as the Authority may request at the point of Booking |
| **Command** | is a user-initiated action requiring backend processing within the Booking Service |
| **Complaint** | shall be as further described in paragraph 5.1 of Appendix B of this Schedule |
| **Completion** | means the point at which the Commissioning Body confirms to the Interpreter that they are no longer required at the Booking and are free to leave |
| **Fulfil** or **Fulfilment** | shall be as further described in paragraph 1.1 of Part 1 of Appendix B of this Schedule |
| **Non-Available** | in relation to the Booking Service, that the Booking Service is not Available |
| **Notifiable KPI Failure** | means any Key Performance Indicator, the failure of which would be a Notifiable Default for the purposes |

| | |
|---|---|
| | of the Rectification Process, as the same is identified in Appendix A (Part 1) of this Schedule |
| **Notifiable SPI Failure** | means any Subsidiary Performance Indicator, the failure of which would be a Notifiable Default for the purposes of the Rectification Process, as the same is identified in Appendix A (Part 2) |
| **Operation Response Time** | means the time taken (in seconds unless stated otherwise) which it takes the Booking Service to complete a Command |
| **Overrun Unavailability** | means where an Interpreter is unable to Fulfil a Booking as a result of the Completion of a previous Commissioning Body Booking occurring:<br>(a) later than originally advised by the Commissioning Body; and<br>(b) after the Booking Commencement Time of the new Booking; or<br>(c) if the Interpreter was required to travel to a new Site, after the time where it would be reasonably practicable for the Interpreter to arrive at the Booking Commencement Time of the new Booking |
| **Performance Monitoring Report** | has the meaning given in paragraph 1.1 of Part 2 |
| **Repeat KPI Failure** | has the meaning given in paragraph 3.1 of Part 1 |
| **Service Downtime** | any period of time during which the Booking Service is not Available |
| **Supplier Management Board** | the regular meetings between the Supplier and the Authority to manage and review the Supplier' s performance under this Contract, as further described in paragraph 5 of Schedule 21 (Governance) |

## Part 1– Performance Indicators and Service Credits

### 1 Performance Indicators

1.1 Appendix A sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.

1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part 2 to enable the Authority to assess the Supplier’s performance against each Key Performance Indicator and Subsidiary Performance Indicator in each Measurement Period.

1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with paragraphs 2, 3 and 4.

## 2 Service Points

2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.

2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in paragraph 2.3.

2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Appendix A depending on whether the KPI Failure is a Minor KPI Failure or a Serious KPI Failure or a failure to meet the KPI Service Threshold, unless the KPI Failure is a Repeat KPI Failure when the provisions of paragraph 3.2 shall apply.

## 3 Repeat KPI Failures and Related KPI Failures

**Repeat KPI Failures**

3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a **Repeat KPI Failure**.

3.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

**SP = P x 2**

where:

**SP =** the number of Service Points that shall accrue for the Repeat KPI Failure; and

**P =** the applicable number of Service Points for that KPI Failure as set out in Appendix A depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, or a failure to meet the KPI Service Threshold.

**Worked example based on the following Service Points regime for Service Availability:**

| **Service Availability Severity Levels** | | **Service Points** |
|---|---|---|
| Target Performance Level: | 99% | 0 |
| Minor KPI Failure: | 98.0% – 98.9% | 1 |
| Serious KPI Failure: | 96.0% – 97.9% | 2 |
| KPI Service Threshold: | below 96% | 3 |

**Example 1:**

If the Supplier achieves Service Availability of 98.5% in a given Measurement Period, it will incur a Minor KPI Failure for Service Availability in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, it achieves Service Availability of 96.5%, it will incur a Serious KPI Failure and accordingly accrue 2 Service Points, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 4 Service Points for the failure (ie SP = 2 x 2). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will again incur 4 Service Points.

**Example 2:**

If the Supplier achieves Service Availability of 96.5% in a given Measurement Period, it will incur a Serious KPI Failure for Service Availability in that Measurement Period and accordingly accrue 2 Service Points. If, in the next Measurement Period, it achieves Service Availability of 98.5%, it will incur a Minor KPI Failure and accordingly accrue 1 Service Point, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 2 Service Points for the failure (ie SP = 1 x 2). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 4 Service Points.

## 4 Service Credits

4.1 Schedule 15 (Charges and Invoicing) sets out the mechanism by which Service Points shall be converted into Service Credits.

4.2 The Authority shall use the Performance Monitoring Reports provided pursuant to Part 2, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

## 5 Language Provider Responsibilities Matrix

5.1 Where and to the extent that the Supplier can demonstrate that it has been prevented from achieving a Target Performance Level for a KPI as a direct result of a Language Provider' s failure to deliver its obligations under the Responsibilities Matrix (as the same is defined and set out in the Collaboration Agreement) (an **LP Responsibility Failure**), then, subject the Supplier fulfilling its remaining obligations in this paragraph 5, the Supplier shall not be liable to accrue Service Credits in respect of the affected KPI until such time as the LP Responsibility Failure is remedied.

5.2 In order to claim the relief referred to in paragraph 5.1 above, the Supplier shall:

5.2.1 notify the Authority as soon as reasonably practicable (and in any event within ten Working Days) after becoming aware that an LP Responsibility Failure has arisen or is likely to arise; and

5.2.2 use all reasonable endeavours and work collaboratively with the Language Provider to eliminate or mitigate the affect of the LP Responsibility Failure.

5.3 In the event of any Dispute as to the existence or impact of an LP Responsibility Failure either Party may refer such matter to the Dispute Resolution Procedure.

5.4 For the avoidance of doubt the relief in this paragraph 5 shall be the Supplier' s sole and exclusive remedy for any LP Responsibility Failure and the terms of clause 28 of the Contract shall not apply in respect of any LP Responsibility Failure.

# Part 2 – Performance Monitoring

## 1 Performance Monitoring and Performance Review

1.1 Within ten Working Days of the end of each Service Period, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in paragraph 1.2 (the **Performance Monitoring Report**).

**Performance Monitoring Report**

1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

**Information in respect of the Service Period just ended**

1.2.1 for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods and, where a Measurement Period has ended in the period covered by the Performance Monitoring Report, the most recently ended Measurement Period;

1.2.2 a summary of all Performance Failures that occurred during the Service Period;

1.2.3 the severity level of each KPI Failure which occurred during the Service Period and, where a Measurement Period has ended in the period covered by the Performance Monitoring Report, the most recently ended Measurement Period and whether each KPI Failure which occurred during the Service Period, and Measurement Period (if applicable)fell below the KPI Service Threshold;

1.2.4 the severity level of each SPI Failure (such data is provided for information) and whether each SPI Failure which occurred during the Service Period fell below the SPI Service Threshold;

1.2.5 which Performance Failures remain outstanding and progress in resolving them;

1.2.6 for any Material KPI Failures, Notifiable KPI Failures, or Material SPI Failures, or Notifiable SPI Failures occurring during the Service Period, the cause of the relevant KPI Failure or SPI Failure and the action being taken to reduce the likelihood of recurrence;

1.2.7 the status of any outstanding Rectification Plan processes, including:

(a) whether or not a Rectification Plan has been agreed; and

(b) where a Rectification Plan has been agreed, a summary of the Supplier' s progress in implementing that Rectification Plan;

1.2.8 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;

1.2.9 the number of Service Points awarded in respect of each KPI Failure;

1.2.10 the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;

1.2.11 the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;

1.2.12 relevant particulars of any aspects of the Supplier' s performance which fail to meet the requirements of this Contract;

1.2.13 such other details as the Authority may reasonably require from time to time; and

**Information in respect of previous Service Periods**

1.2.14 a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;

1.2.15 the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;

1.2.16 the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

**Information in respect of the next Quarter**

1.2.17 any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.

## 2 Performance Records

2.1 The Supplier shall keep appropriate documents and records (including Help Desk and Telephone Booking Service records, Booking Service records, Interpreter records, staff records, timesheets, training programmes, staff training records, supplier accreditation records, complaints received etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority' s request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

2.2 In addition to the requirement in paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

2.3 The Supplier shall ensure that the Performance Monitoring Report (as well as historic Performance Monitoring Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

## 3 Performance Verification

The Authority reserves the right to verify the Availability of the Booking Service, or Telephone Booking Service and the Supplier's performance under this Contract against the Performance Indicators including by sending test transactions through the Booking Service, or Telephone Booking Service or otherwise.

## Appendix A

## Key Performance Indicators and Subsidiary Performance Indicators

## Part 1 – Key Performance Indicators and Subsidiary Performance Indicators Tables

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services and the Key Performance Indicators relating to Social Value are set out below:

### 1 Key Performance Indicators

| No. | Key Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Service Points | Publishable Performance Information |
|---|---|---|---|---|---|---|
| KPI 1 | Fulfilment (Face to Face or Video Bookings) | See paragraph 1 of Part 1 of Appendix B | Monthly | Target Performance Level: 96%<br><br>Minor KPI Failure: 94.0% – 95.9%<br><br>Serious KPI Failure: 92.0% – 93.9%<br><br>KPI Service Threshold: <92.0%<br><br>Notifiable KPI Failure: <92.0% | 0<br><br>1<br><br>2<br><br>3 | YES |
| KPI 2 | Booking Service Availability | See paragraph 2 of Part 1 of Appendix B | Monthly | Target Performance Level: 99.5%<br><br>Minor KPI Failure: 98%-99.4%<br><br>Serious KPI Failure: 95%-97.9% | 0<br><br>1<br><br>2 | YES |

| No. | Key Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Service Points | Publishable Performance Information |
|---|---|---|---|---|---|---|
| | | | | KPI Service Threshold: <95%<br><br>Notifiable KPI Failure: <95% | 3 | |
| KPI 3 | Helpdesk Connection Time (60 seconds) | See paragraph 3 of Part 1 of Appendix B | Monthly | Target Performance Level: 100%<br><br>Minor KPI Failure: 99.99%-98%<br><br>Serious KPI Failure: 97.9%-96%<br><br>KPI Service Threshold: <96%<br><br>Notifiable KPI Failure: <96% | 0<br><br>1<br><br>2<br><br>3 | NO |
| KPI 4 | Telephone Booking Connection Time (60 seconds) | See paragraph 4 of Part 1 of Appendix B | Monthly | Target Performance Level: 100%<br><br>Minor KPI Failure: 99.9-8%<br><br>Serious KPI Failure: 97.9-96%<br><br>KPI Service Threshold: <96%<br><br>Notifiable KPI Failure: <96% | 0<br><br>1<br><br>2<br><br>3 | NO |

| No. | Key Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Service Points | Publishable Performance Information |
|---|---|---|---|---|---|---|
| KPI 5 | Receipt of Complaints (Number) | See paragraph 5 of Part 1 of Appendix B | Monthly | Target Performance Level: 0-1.0%<br>Minor KPI Failure: 1.1-1.5%<br>Serious KPI Failure: 1.6-2.0%<br>KPI Service Threshold: >2.1%<br>Notifiable KPI Failure: >2.1% | 0<br>1<br>2<br>3 | YES |

**2 Subsidiary Performance Indicators**

| No. | Subsidiary Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Publishable Performance Information |
|---|---|---|---|---|---|
| SPI1 | Complaints Substantive Response Time | See paragraph 1 of Part 2 of Appendix B | Monthly | Target Performance Level: 98%<br>Minor SPI Failure: 96-97.9%<br>Serious SPI Failure: 94-95.9%<br>SPI Service Threshold: <94%<br>Notifiable SPI Failure: <94% | NO |

| No. | Subsidiary Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Publishable Performance Information |
|---|---|---|---|---|---|
| SPI2 | Booking Service Functionality | See paragraph 2 of Part 2 of Appendix B | Monthly | Target Performance Level: 99%<br><br>Minor SPI Failure: 98.9% - 97%<br><br>Serious SPI Failure: 96.9% - 95%<br><br>SPI Service Threshold: < 95%<br><br>Notifiable SPI Failure: < 95% | NO |
| SPI3 | Helpdesk Connection Time (40 seconds) | See paragraph 3 of Part 2 of Appendix B | Monthly | Target Performance Level: 80%<br><br>Minor SPI Failure: 75%-79.9%<br><br>Serious SPI Failure: 70%-74.9%<br><br>SPI Service Threshold: <70%<br><br>Notifiable SPI Failure: <70% | NO |
| SPI4 | Telephone Booking Connection Time (40 Seconds) | See paragraph 4 of Part 2 of Appendix B | Monthly | Target Performance Level: 80%<br><br>Minor SPI Failure: 75%-79.9%<br><br>Serious SPI Failure: 70%-74.9%<br><br>SPI Service Threshold: <70% | NO |

| No. | Subsidiary Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Publishable Performance Information |
|---|---|---|---|---|---|
| | | | | Notifiable SPI Failure: <70% | |
| SPI5 | Fulfilment by an alternative Booking Requirements | See paragraph 5 of Part 2 of Appendix B | Monthly | Target Performance Level: 25%<br><br>Minor SPI Failure: 30%<br><br>Serious SPI Failure: 35%<br><br>SPI Service Threshold: 40%<br><br>Notifiable SPI Failure: 40% | NO |
| SPI6 | Participation in wellbeing initiatives | See paragraph 6 of Part 2 of Appendix B | Quarterly | Target Performance Level: 60%<br><br>Minor SPI Failure: 45% - 59.9%<br><br>Serious SPI Failure: 30% - 44.9%<br><br>SPI Service Threshold: >75%<br><br>Notifiable SPI Failure: <30% | YES |
| SPI7 | Telephone Booking Service Abandonment Time | See paragraph 7 of Part 2 of Appendix B | Monthly | Target Performance Level: 0-1%<br><br>Minor SPI Failure: 1-1.5% | NO |

| No. | Subsidiary Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Publishable Performance Information |
|---|---|---|---|---|---|
| | | | | Serious SPI Failure:<br>1.6-2.0%<br><br>SPI Service Threshold:<br>>2.0%<br><br>Notifiable SPI Failure: >2.0% | |

## Appendix B

## Definitions and Calculation Formula

## Part 1 – KPI Definitions

### 1 Fulfilment (Face to Face or Video Interpretation Bookings)

1.1 Fulfilment is where a Booking has been fulfilled which includes:

1.1.1 the assignment of an Interpreter that meets all of the Booking Requirements or an alternative Interpreter has been approved by the Commissioning Body in accordance with clause 5.23;

1.1.2 the Interpreter has obtained a clear conflict check in accordance with the Authority' s Code of Conduct and Ethics; and

1.1.3 the assigned Interpreter attends the Booking from the Booking Commencement Time until Completion of the Booking and delivers the Booked Services in line with the Booking and Schedule 2 (Services Description).

1.2 Fulfilment shall be calculated with the following formula:

Fulfilment % = $\frac{\text{TBF}}{(\text{TB}-\text{TC})}$ x 100

where:

TB = Total number of Bookings placed in the relevant Service Period.

TC = Total number of Bookings subject to Short Notice Cancellation, Overrun Unavailability and Urgent Bookings in the relevant Service Period.

TBF = Total number of Bookings Fulfilled in the relevant Service Period.

### 2 Booking Service Availability

2.1 Booking Service Availability shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula:

Booking Service Availability % = $\frac{(\text{MP}-\text{SD})}{\text{MP}}$ x 100

where:

MP = total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and

SD = total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period.

2.2 When calculating Booking Service Availability in accordance with this paragraph 2:

2.2.1 The Booking Service shall be Available where Commissioning Bodies are able to access and utilise the full functionality of the Booking Service as required in accordance with paragraph 9 of Schedule 2 (Services Description); and the Booking Service is able to process the placement of Bookings in accordance with the Schedule 2 (Services Description) (as measured on a 24 x 7 basis);

2.2.2 The Supplier shall be allowed to book Service Downtime for Permitted Maintenance in any Service Period which shall take place between the hours and

on the day agreed in writing with the Authority and shall take place outside of usual business hours as notified by the Authority to the Supplier from time to time (**Permitted Maintenance**).

## 3 Help Desk Connection Time

3.1 Calls to the Supplier' s telephone Help Desk to be answered by a human Help Desk representative who is capable of providing Help Desk support and services, which shall be calculated as follows:

Help Desk Connection Time % = $\frac{\text{TA}}{\text{TC}}$ x 100

where:

TA = total calls answered within 60 seconds from the time that the call is placed to the time at which the relevant human Help Desk representative comes onto the telephone line and is ready to provide Help Desk services. For the avoidance of doubt, calls receiving an automated response or placed into a queuing system shall be deemed not to have been answered.

TC = total calls made to the telephone Help Desk

## 4 Telephone Booking Connection Time

4.1 Calls to the Supplier' s telephone booking number to be answered by a human operator who is capable of receiving a Booking and logging that Booking onto the Booking Service, which shall be calculated as follows:

Telephone Booking Connection Time % = $\frac{\text{TA}}{\text{TC}}$ x 100

where:

TA = total calls answered within 60 seconds from the time that the call is placed to the time at which the relevant human operator comes onto the telephone line and is ready to take the Booking and the log the Booking on the Booking Service. For the avoidance of doubt, calls receiving an automated response or placed into a queuing system shall be deemed not to have been answered.

TC = total calls made to the telephone booking number

## 5 Receipt of Complaints (Number)

5.1 A Compliant shall mean any communication received (regardless of the status of the complainant) that expresses a negative comment regarding the Services and seeks a response as detailed in paragraph 22 of Schedule 2 (Services Description).

5.2 Complaints shall be measured as a percentage of the total number of Bookings made to the Supplier in the Service Period, in accordance with the following formula:

Complaints % = $\frac{\text{TC}}{\text{TB}}$ x100

where:

TC = total number of Complaints received in the Service Period; and

TB = total number of Bookings made to the Supplier in the Service Period.

## Part 2 – SPI Definitions

### 1 Complaints Substantive Response Time

1.1 The time to respond to a Complaint shall be measured, in accordance with the following formula:

Complaints Response Time % = $\frac{\text{TCR}}{\text{TC}}$ x100

where:

TCR = total number of Complaints responded to within ten Working Days from the day on which the Complaint is received to the date on which a substantive response is provided. For the avoidance of doubt, responses which could be considered acknowledgments, a holding response or a request for further information shall be deemed not to have been responded to; and

TC = total number of Complaints received in the Service Period.

### 2 Booking Service Functionality

The Booking Service shall comply with Schedule 2 (Services Description) and this Agreement. Booking Service Functionality will be calculated using the response times for each Operation on the Booking Service, which shall be calculated as follows:

Booking Service Functionality % = $\frac{PRT}{PRO}$ $x100$

where:

PRT = total amount of Commands which had an Operation Response Time of 2 seconds or less

PRO = total amount of Commands on the Booking Service

### 3 Help Desk SPI Connection Time

3.1 Measurement of Help Desk connection times will be based on the time taken for a human Help Desk operative to answer a call, which shall be calculated as follows:

Helpdesk SPI Connection Time % = $\frac{\text{TA}}{\text{TC}}$ x 100

where:

TA = total calls answered within 40 seconds from the time that the call is placed to the time at which the relevant human Help Desk representative comes onto the telephone line and is ready to provide Help Desk services. For the avoidance of doubt, calls receiving an automated response or placed into a queuing system shall be deemed not to have been answered.

TC = total calls made to the telephone Help Desk

## 4 Telephone Booking SPI Connection Time

4.1 Measurement of telephone booking connection times will be based on the time taken for a human operator to answer a call and being ready and capable of taking a Booking and logging that Booking on the Booking Service, which shall be calculated as follows:

Telephone Booking SPI Connection Time % = $\frac{\mathrm{TA}}{\mathrm{TC}} \mathrm{x}\ 100$

where:

TA = total calls answered within 40 seconds from the time that the call is placed to the time at which the relevant human operator comes onto the telephone line and is ready to take a Booking and log it onto the Booking Service. For the avoidance of doubt, calls receiving an automated response or placed into a queuing system shall be deemed not to have been answered.

TC = total calls made to the telephone booking number

## 5 Fulfilment by alternative Booking Requirements

5.1 Fulfilment by alternative Booking Requirements is where a Booking has been completed which includes:

5.1.1 the assignment of an Interpreter that does not meet all of the Booking Requirements set out in the originally placed Booking, however the Commissioning Body has, having considered the credentials of the alternative Interpreter proposed and/or having considered the Method of Interpretation proposed, authorised the proposed alternative Booking Requirements in writing; and

5.1.2 the assigned Interpreter attends the Booking from the Booked time until Completion of the Booking and delivers the Booked Services in line with the Booking (as may have been revised with approval by the Authority) and Schedule 2 (Services Description).

5.2 Fulfilment by alternative Booking Requirements shall be calculated with the following formula:

Alternative Fulfilment % = $\frac{\mathrm{TBAF}}{(\mathrm{TB}-\mathrm{TC})} \mathrm{x}\ 100$

where:

TB = Total number of Bookings placed in the relevant Service Period.

TC = Total number of Bookings Cancelled or Urgent Bookings in the relevant Service Period.

TBAF = Total number of Bookings Fulfilled (as further described in paragraph 5.1 above) by alternative Booking Requirements in the relevant Service Period.

## 6 Participating in wellbeing initiatives

6.1 Proportion of Supplier Personnel who participate in at least one wellbeing-related initiative provided by the Supplier shall be calculated as follows:

Participation in wellbeing initiatives % = $\frac{\boldsymbol{SPP}}{\boldsymbol{TSP}} \boldsymbol{x\ 100}$

where:

SPP = Supplier Personnel who attended at least one wellbeing-related initiative in the relevant quarter;

TSP = total Supplier Personnel.

## 7 Help Desk Calls Abandonment

7.1 Calls to the Supplier' s telephone Help Desk which are abandoned by the caller after 61 seconds and the call was not answered (calls receiving an automated response or placed into a queuing system shall be deemed not to have been answered) shall be calculated as follows:

Helpdesk Call Abandonment % = $\frac{\text{CA}}{\text{TC}}$ x 100

CA = the number of calls where the user has abandoned the call after 61 seconds and the call has not been answered

TC = total calls made to the telephone Help Desk

## Schedule 4

## Standards

### 1 General

1.1 Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

1.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

1.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

1.4 The Supplier shall provide the Services in accordance with the standards set out in this Schedule 4 (Standards) and Schedule 2 (Services Description).

### 2 Technology and Digital Services Practice

The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at https://www.gov.uk/service-manual/technology/code-of-practice.html.

### 3 Open Data Standards & Standards Hub

3.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

3.2 Without prejudice to the generality of paragraph 1.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at http://standards.data.gov.uk/). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

3.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under paragraph 3.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

### 4 Technology Architecture Standards

The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that

complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable.

## 5 Accessible Digital Standards

5.1 The Supplier shall comply with (or with equivalents to):

5.1.1 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.2 Conformance Level AA and future versions updated from time to time; and

5.1.2 ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

## 6 Service Management Software & Standards

6.1 Subject to paragraphs 1 to 3 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

6.1.1 ITIL v4;

6.1.2 ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1";

6.1.3 ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2";

6.1.4 ISO 10007: 2017 "Quality management systems – Guidelines for configuration management"; and

6.1.5 ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019.

6.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

## 7 Sustainability

The Supplier shall comply with the sustainability requirements set out in Appendix A to this Schedule 4 (Standards).

## 8 Hardware Safety Standards

8.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

8.1.1 any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;

8.1.2 any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;

8.1.3 any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and

8.1.4 any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

8.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.

## Appendix A

## Sustainability

### 1 Public Sector Equality Duty

1.1 In addition to legal obligations, where the Supplier is providing a Service to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

(a) equality of opportunity; and

(b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 2 Employment Law

2.1 The Supplier shall:

2.1.1 perform its obligations meeting the requirements of all applicable Law regarding employment;

2.1.2 ensure that all Supplier Personnel are employed on the condition that they are permitted to work in the United Kingdom;

2.1.3 notify the Authority immediately if an employee is not permitted to work in the United Kingdom;

2.1.4 ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;

2.1.5 provide all Supplier Personnel with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time they are paid;

2.1.6 not make deductions from pay as a disciplinary measure; except where permitted by Law and the terms of their employment contract; and without express permission of the person concerned;

2.1.7 record all disciplinary measures taken against Supplier Personnel;

2.1.8 ensure that the working hours of Supplier Personnel comply with the Law and any collective agreements;

2.1.9 the working hours of Supplier Personnel , excluding overtime, are defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing and that any such agreement is in accordance with the Law;

2.1.10 overtime is used responsibly, considering:

(a) the extent;

(b) the frequency; and

(c) the hours worked;

2.1.11 the total hours worked in any seven day period do not exceed 60 hours, unless

(a) it is allowed by Law;

(b) it is allowed by a collective agreement freely negotiated with an organisation representing a signification proportion of the workforce;

(c) appropriate safeguards are in place to protect the workers; health and safety; and

(d) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;

2.1.12 all Supplier Personnel are provided with at least:

(a) one day off in every 7-day period; or

(b) if allowed by Law, 2 days off in each 14 day period;

2.1.13 when offering Zero Hours Contract, consider and be clear in its communications with its employees and workers about:

(a) whether an individual is an employee or worker and what statutory and other rights they have;

(b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and

(c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

## 3 Environmental Requirements

3.1 The Supplier shall perform its obligations meeting in all material respects the requirements of all applicable Laws Contract regarding the environment.

3.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.

3.3 In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Authority:

3.3.1 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;

3.3.2 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

3.3.3 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;

3.3.4 ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;

3.3.5 in circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Sub-contractor until authorisation is obtained from the Environment Agency; minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and

3.3.6 reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.

3.4 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

3.5 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.

3.6 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:

3.6.1 it is a Permitted Item; or

3.6.2 the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.

## 4 Supplier Code of Conduct

4.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

4.2 The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

## 5 Reporting Requirements

5.1 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance with paragraphs 2 to 5 of this Appendix A within fourteen (14) days of such requests provided that such requests are limited to two per Contract Year.

5.2 The Supplier shall complete the Sustainability Report in relation to its provision of the Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency outlined in Table C of this Appendix A.

**Table A – Prohibited Items**

| | |
|---|---|
| **The following consumer single use plastics are Prohibited Items:** | **Catering**<br>(a) Single use sachets eg coffee pods, sauce sachets, milk sachets<br>(b) Take away cutlery<br>(c) Take away boxes and plates |

| | |
|---|---|
| | (d) Cups made wholly or partially of plastic<br>(e) Straws<br>(f) Stirrers<br>(g) Water bottles |
| | **Facilities**<br>(a) Single use containers eg hand soap, cleaning products<br>(b) Wipes containing plastic |
| | **Office Supplies**<br>(a) Plastic envelopes<br>(b) Plastic wrapping for brochures<br>(c) Paper or card which is bleached with chlorine |
| | **Packaging**<br>(a) Single use plastic packaging from deliveries where avoidable eg shrink wrapped packaging from office supplier or facilities products.<br>(b) Single use carrier bags |
| **Authority specific Prohibitions** | N/A |
| **Project specific Prohibitions** | N/A |

**Table B – Permitted Items**

| | |
|---|---|
| **Authority Permitted Items** | N/A |
| **Project Specific Permitted Items** | N/A |

**Table C – Sustainability Reports**

| Sustainability Report Name | Content of Report | Frequency of Report |
|---|---|---|
| **Sustainability – General** | as proportionate and relevant to the Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Services of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks. | On the anniversary of the Effective Date |

## Schedule 5

## Security Requirements

### 1 Complying with security requirements and updates to them

1.1 The Supplier shall comply with the standards set out in Schedule 2 (Services Description) and the requirements in this Schedule in respect of the Non-Functional Requirements (Appendix A) and the Security Management Plan

1.2 Where the Security Policies apply the Authority shall notify the Supplier of any changes or proposed changes to the Security Policies.

1.3 If the Supplier believes that a change or proposed change to the Security Policies will have a material and unavoidable cost implication to the provision of the Services, it may propose a Change to the Authority. 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 Change Control Procedure.

1.4 Until and/or unless a change to the Charges is agreed by the Authority pursuant to the Change Control Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

### 2 Security Standards

2.1 The Supplier acknowledges that the Authority places great emphasis on the reliability of the performance of the Services and any Deliverables, confidentiality, integrity and availability of information and consequently on security.

2.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

2.2.1 is in accordance with the Law and this Contract;

2.2.2 as a minimum demonstrates Good Industry Practice;

2.2.3 meets any specific security threats of immediate relevance to the Services and any Deliverables and/or the Government Data; and

2.2.4 where specified by the Authority, complies with the Security Policies and the ICT Policies.

2.3 The references to standards, guidance and policies contained or set out in paragraph 2.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

2.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

### 3 Security Management Plan

3.1 Introduction

3.1.1 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.

3.2 Content of the Security Management Plan

3.2.1 The Security Management Plan shall:

(a) comply with the principles of security set out in paragraph 2 and any other provisions of this Contract relevant to security;

(b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

(c) detail the process for managing any security risks from Sub-contractors, Interpreters and third parties authorised by the Authority with access to the Services and any Deliverables, processes associated with the provision of the Services and any Deliverables, the Sites and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

(d) be developed to protect all aspects of the Services and any Deliverables and all processes associated with the provision of the Services and any Deliverables, including, the Sites, and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) to the extent used by the Authority 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 Services and any Deliverables;

(e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and any Deliverables and all processes associated with the provision of the Services and any Deliverables and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services and any 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 Policies; and

(g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the provision of the Services and any Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3.3 Development of the Security Management Plan

3.3.1 Within twenty (20) Working Days after the Effective Date and in accordance with paragraph 3.2, the Supplier shall prepare and deliver to the Authority for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

3.3.2 If the Security Management Plan submitted to the Authority in accordance with paragraph 3.3.1, or any subsequent revision to it in accordance with paragraph 3.4, receives Approval 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 does not receive Approval, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit to the Authority 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 Authority. If the Authority does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

3.3.3 The Authority shall not unreasonably withhold or delay its decision to approve or not the Security Management Plan pursuant to paragraph 3.3.2. However, a refusal by the Authority to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 3.2 shall be deemed to be reasonable.

3.3.4 Approval by the Authority of the Security Management Plan pursuant to paragraph 3.3.2 or of any change to the Security Management Plan in accordance with paragraph 3.4 shall not relieve the Supplier of its obligations under this Schedule.

3.4 Amendment of the Security Management Plan

3.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

(a) emerging changes in Good Industry Practice;

(b) any change or proposed change to the Services and any Deliverables and/or associated processes;

(c) where necessary in accordance with paragraph 2.2, any change to the Security Policies;

(d) any new perceived or changed security threats; and

(e) any reasonable change in requirements requested by the Authority.

3.4.2 The Supplier shall provide the Authority 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 Authority. The results of the review shall include, without limitation:

(a) suggested improvements to the effectiveness of the Security Management Plan;

(b) updates to the risk assessments; and

(c) suggested improvements in measuring the effectiveness of controls.

3.4.3 Subject to paragraph 3.4.4, 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 3.4.1, a request by the Authority or otherwise) shall be subject to the Change Control Procedure in Schedule 22 (Change Control Procedure).

3.4.4 The Authority may, acting reasonably, approve and require changes or amendments to the Security Management Plan to be implemented on timescales as set out in the Fast-track Change procedure in Schedule 22 (Change Control Procedure) but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 4 Security breach

4.1 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.

4.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 4.1, the Supplier shall:

4.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:

(a) minimise the extent of actual or potential harm caused by any Breach of Security;

(b) remedy such Breach of Security to the extent possible and protect the integrity of the Authority and the provision of the Services and any Deliverables to the extent within its control against any such Breach of Security or attempted Breach of Security;

(c) prevent an equivalent breach in the future exploiting the same cause failure; and

(d) as soon as reasonably practicable provide to the Authority, where the Authority 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 Authority.

4.3 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 Policies (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Authority.

**Appendix A**

**List of Non–Functional Requirements**

**The Supplier shall also be required to comply with Security Policies as held and provided by Commissioning Bodies to the Supplier from time to time, provided that in the event of conflict between a HMCTS Policy and a Commissioning Body Policy, the Supplier shall notify such conflict to the Authority and take the Authority's direction as to how to proceed.**

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-01-001 | Information Security Policies | Policy | (A) Managing Security Risk | Business Requirements Document | Should | Technical Design Documents | The solution should comply with applicable HMCTS Security Policies as shared –<br><br>**Overarching Information Security Management Policy, Data Protection Policy Review, HMCTS Acceptable Use Policy, HMCTS BYOD Policy, Remote Working Policy, HMCTS Information Risk Management Policy, HMCTS Security Incident management Policy, Information Classification and Handling Policy, HMCTS Information Security in Supplier Relationships Policy, HMCTS Security Training and Awareness Policy, HMCTS ISMS Internal Audit Policy, Security in Information Asset Management Policy, HMCTS Secure Development Policy, HMCTS Information Security in BCM Policy, Decommissioning and Disposal Policy, Cyber Security Logging and Monitoring Policy, Authentication and Logical Access Control Policy, HMCTS Backup Policy, HMCTS Information Transfer Policy, HMCTS Crypto Management Security Policy & HMCTS Change Management Policy.** |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-01-002 | Information Security Policies | Policy | (A) Managing Security Risk | Procurement | Should | Security Management Plan | The supplier should comply with applicable HMCTS Security Policies as shared –<br><br>**Overarching Information Security Management Policy, Data Protection Policy Review, HMCTS Acceptable Use Policy, HMCTS BYOD Policy, Remote Working Policy, HMCTS Information Risk Management Policy, HMCTS Security Incident management Policy, Information Classification and Handling Policy, HMCTS Information Security in Supplier Relationships Policy, HMCTS Security Training and Awareness Policy, HMCTS ISMS Internal Audit Policy, Security in Information Asset Management Policy, HMCTS Secure Development Policy, HMCTS Information Security in BCM Policy, Decommissioning and Disposal Policy, Cyber Security Logging and Monitoring Policy, Authentication and Logical Access Control Policy, HMCTS Backup Policy, HMCTS Information Transfer Policy, HMCTS Crypto Management Security Policy & HMCTS Change Management Policy.** |
| SEC-02-001 | Organisation of Information Security | SPOC | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must provide HMCTS with a Single Point of Contact (SPOC) to act as coordinator and focal point for all the security aspects to the service and the SPOC (or a delegate) must be available to attend regular security working group meetings with HMCTS. |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-03-001 | Human Resource Security | Vetting and Clearance | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must perform appropriate checks on all personnel involved in the design, delivery and operation of the solution (pre-employment, during employment, termination and change of employment) in order to ensure the security of HMCTS information assets and the safety of staff and individuals within HMCTS. At a minimum, personnel must successfully complete Baseline Personnel Security Standard (BPSS)(or equivalent) pre-employment screening before being granted access to HMCTS information assets (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard). |
| SEC-03-002 | Human Resource Security | Vetting and Clearance | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must ensure all personnel (and those within the supply chain) hold the relevant vetting and clearance in accordance with the **HMCTS Vetting and Clearance Policy** as shared. The HMCTS SIRO must approve any departure from this. At a minimum, all personnel with access to (1) bulk personal data or administrative privileges will require Security Check (SC) clearance (2) Home Office or Policing systems will require Non-Police Personnel Vetting (NPPV) Clearance. |
| SEC-03-003 | Human Resource Security | Location | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must ensure all personnel (and those within the supply chain) are based in the United Kingdom (UK). The HMCTS SIRO must approve any departure from this. |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-03-004 | Human Resource Security | Training & Awareness | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must ensure that all supplier and sub-contractor staff who have access to personal data, including staff in their supply chain if appropriate, undergo a session of data protection and information risk awareness training on induction and annually thereafter. |
| SEC-04-001 | Asset Management | Inventory | (A) Managing Security Risk | Procurement | Should | Security Management Plan | The supplier should produce and maintain an accurate inventory of information, system, hardware (where applicable) and software assets used to deliver the service. |
| SEC-04-002 | Asset Management | Data Classification | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must implement measures to secure the physical handling, use, storage, transport and disposal of HMCTS information assets (whether in paper or electronic form) in accordance with the Government Security Classification Policy (https://www.gov.uk/government/publications/government-security-classifications) and SMP. |
| SEC-04-003 | Asset Management | Decommissioning | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must decommission, dispose, sanitise or destruct infrastructure and data in accordance with National Cyber Security Centre (NCSC) guidance (https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media). At a minimum, the supplier must (1) provide a decommissioning approach document, at least three months ahead of the first planned decommissioning activity, detailing the decommissioning and disposal methodology for approval by HMCTS (2) provide written confirmation to HMCTS on the completion of any |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | decommissioning, disposal, sanitisation or destruction of assets. |
| SEC-05-001 | Access Control | Authentication | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must implement secure authentication and authorisation mechanisms to reduce the likelihood of unauthorised access to the solution. At a minimum, the solution must support (1) Single Sign-on (SSO) (2) OAuth 2.0 (3) OpenID Connect (OIDC) (3) SAML2.0 (4) LDAPS (or equivalent). |
| SEC-05-002 | Access Control | Authentication | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must implement Multi-Factor Authentication (MFA). At a minimum, Time-based One-Time Password (TOTP) must be supported and TOTP must be considered invalid if not completed within ten minutes. |
| SEC-05-003 | Access Control | Authentication | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must support user authentication to existing Identity and Access Management (IdAM) services used by HMCTS. At a minimum, the solution must (1) support Microsoft Entra ID (formerly Azure Active Directory) (2) respond to changes to user accounts or permissions within the HMCTS IdAM, within the minimum time possible (maximum 30 minutes). |
| SEC-05-004 | Access Control | Authorisation | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must provide the technical capability to configure a robust and granular Role Based Access Control (RBAC) model. At a minimum, the solution must provide the ability to (1) manage user permissions at an individual, team and group level (2) support Just-in-Time (JIT) access (3) enforce the Principle of Least Privilege (PoLP) (4) separate |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | the request and approval stages of account creation (5) log changes to user permissions. |
| SEC-05-005 | Access Control | Privileged Access | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must ensure segregation of duties by privileged users of the services. At a minimum this must include (1) ensuring the Principle of Least Privilege (PoLP) is always applied (2) ensuring separation of request and approval for account creation (3) logging changes to user permissions (4) regularly reviewing privileged user access (5) privileged accounts are unique to each user and must only be used when performing privileged actions. |
| SEC-05-006 | Access Control | JML | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must ensure that all user account management supports the HMCTS in securely onboarding new staff (Joiners), managing staff transitions between teams (Movers), and offboarding staff who leave the organisation (Leavers). |
| SEC-06-001 | Cryptography | Credentials and Secrets Management | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must provide a secure mechanism to store and retrieve credentials, cryptographic keys and secrets based on NCSC guidance (https://www.ncsc.gov.uk/collection/cloud/understanding-cloud-services/choosing-and-configuring-a-kms-for-secure-key-management-in-the-cloud). At a minimum, the solution must (1) use a tamper-resistant secure storage (2) provide a mechanism for automated rotation of keys and secrets (3) provide a mechanism for deletion or revocation of cryptographic keys (4) log and monitor access to cryptographic keys. |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-06-002 | Cryptography | Encryption (Data at rest) | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must implement cryptographic controls to provide data at rest protection for all HMCTS information assets based on NCSC guidance (https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles/principle-2-asset-protection-and-resilience#principle23). At a minimum, the solution must (1) not use NIST deprecated or disallowed ciphers (2) support symmetric algorithm AES (3) support 256-bit key length (4) support AES-GCM or AES-XTS modes of operation (5) support SHA-256 hashing algorithm. |
| SEC-06-003 | Cryptography | Encryption (Data in transit) | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must implement cryptographic controls to provide data in transit protection for all HMCTS information assets based on NCSC guidance (https://www.ncsc.gov.uk/guidance/using-tls-to-protect-data). At a minimum, the solution must (1) not use NIST deprecated ciphers (2) support TLS 1.2 or above (3) disable TLS features known to be insecure (4) support 2048-bit RSA or ECDSA-256 P-256 Curve signing algorithms (5) support SHA-256 hashing algorithm. |
| SEC-07-001 | Physical and Environmental Security | Physical and Environmental Security | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must implement physical security controls at locations used in the provision of the solution and service. At a minimum, National Protective Security Authority (NPSA) guidance (https://www.npsa.gov.uk/advice-guidance) must be consulted to identify proportionate controls for preventing unauthorised physical access, damage and interference to information processing facilities where HMCTS data may be stored, processed and managed from. |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-08-001 | Operations Security | Malware | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must implement malware controls to detect and prevent malware-based attacks. At a minimum, the solution must (1) use up-to-date malware detection signatures or heuristics (2) prevent attacks in near real-time (3) be monitored to ensure malware controls are always enabled (4) meet NCSC pattern for Safely Importing Data (https://www.ncsc.gov.uk/guidance/pattern-safely-importing-data) for any function designed to ingest, upload or store data from an untrusted source. |
| SEC-08-002 | Operations Security | Vendor Support | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The supplier must ensure all software and hardware is supported by a vendor that produces regular security updates. At a minimum, the supplier must (1) inform HMCTS six months in advance of software or hardware reaching end of vendor support (2) inform HMCTS if extended support agreements have been purchased to obtain security updates. |
| SEC-08-003 | Operations Security | End User Devices | (B) Protecting Against Cyber Attack | Procurement | Should | SMP | The supplier should ensure devices used to access or manage HMCTS data under the management authority of the supplier have a minimum set of security policy configurations enforced. At a minimum, all supplier devices must satisfy the security requirements set out in the NCSC Device Security guidance (https://www.ncsc.gov.uk/collection/device-security-guidance). |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-08-004 | Operations Security | Environments | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must enforce physical or logical segregation between production and non-production environments. |
| SEC-08-005 | Operations Security | SyOPs | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must not extract/export any HMCTS data outside of the service, without written consent from HMCTS. Any HMCTS approved extract/export must be strictly controlled and recorded. |
| SEC-08-006 | Operations Security | Change Management | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must ensure any changes to hardware and software configurations are performed under formal change control which includes security impact assessment prior to change approval. At a minimum, the supplier must audit against unauthorised changes at least once during any period of twelve months and provide evidence to HMCTS of audit findings. |
| SEC-08-007 | Operations Security | Audit, Logging and Monitoring | (C) Detecting Cyber Security Events | Business Requirements Document | Must | Technical Design Documents | The solution must ensure security log events and audit events are retained and available for a configurable period. At a minimum, the solution must ensure security events and audit events (1) contain an accurate date and time stamp (2) are verbose enough to support effective security incident management and forensics (3) are stored and made available for a minimum of 90 days for services that can be accessed from the internet and a minimum of 13 months for services that are accessed using a MOJ, HMCTS or Government identity (5) should not be retained for longer than two years without specific approval from HMCTS |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-08-008 | Operations Security | Security Monitoring | (C) Detecting Cyber Security Events | Business Requirements Document | Must | Technical Design Documents | The supplier must ensure the solution is under 24x7x365 security monitoring to detect suspicious and unauthorised activities based on NCSC Security Monitoring guidance (https://www.ncsc.gov.uk/files/NCSC_SOC_Feeds.pdf) |
| SEC-08-009 | Operations Security | Security Monitoring | (C) Detecting Cyber Security Events | Business Requirements Document | Should | Technical Design Documents | The supplier should provide an automated mechanism to export security event logs to HMCTS security monitoring systems. |
| SEC-08-010 | Operations Security | Technical Vulnerability Management | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must perform regular vulnerability scanning of all the components within the solution. At a minimum, the scope must include (1) devices (2) infrastructure (3) software (4) firmware (5) software dependencies (6) application code analysis (SAST and DAST). |
| SEC-08-011 | Operations Security | Technical Vulnerability Management | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must remediate all vulnerabilities in accordance with the **HMCTS Vulnerability Management Policy** as shared. At a minimum CRITICAL severity vulnerabilities must be remediated as soon as reasonably practical (take first priority) and HIGH severity vulnerabilities remediated within seven days. |
| SEC-08-012 | Operations Security | SyOPs | (B) Protecting Against Cyber Attack | Procurement | Should | Security Management Plan | The supplier should comply with any Security Operating Procedures (SyOPs) that have been issued to HMCTS by organisations for which HMCTS processes data. At a minimum, this should include SyOPs from (1) Home Office (2) MoJ (3) Judiciary |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| SEC-08-013 | Operations Security | Technical Vulnerability Management | (B) Protecting Against Cyber Attack | Procurement | Should | Reports | The supplier should provide regular reporting on vulnerability management. At a minimum, this should include information relating to (1) vulnerabilities detected (2) exploitability (3) mitigating controls (4) recommendations for remediation (5) remediation progress. |
| SEC-09-001 | Communications Security | Network Security | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must implement network security controls to make a network compromise difficult or reduce the impact of any network-based attack. At a minimum, controls must include (1) limiting all inbound and outbound traffic to only those sources/destinations and protocols required for the solution to function (2) network segmentation or zones (3) preventing lateral movement based on NCSC Preventing Lateral Movement Guidance (https://www.ncsc.gov.uk/guidance/preventing-lateral-movement) (4) preventing Denial-of-Service (DoS) attacks. |
| SEC-10-001 | System Acquisition, Development, and Maintenance | Risk Assessments | (B) Protecting Against Cyber Attack | Procurement | Must | Security Management Plan | The supplier must produce and maintain an information security risk assessment of the solution based on a formal risk assessment methodology and share the output with HMCTS in the form of a documented information security risk register. At a minimum, the risk assessment must include (1) risk events (2) risk causes (3) risk impact (4) risk severity (5) mitigating controls |
| SEC-10-002 | System Acquisition, Development, and Maintenance | System Interfaces | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must ensure any system-to-system data flows or Application Programming Interfaces (APIs) are protected using Good Industry Practice security controls. At a minimum, controls should |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | include (1) authentication (2) integrity checking (3) encryption (4) limited data exposure (5) ensuring all third-party interfaces are covered by any MoU or other type of agreement. |
| SEC-10-003 | System Acquisition, Development, and Maintenance | Technical Design Documentation | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution technical design documents issued to HMCTS must explicitly detail how HMCTS technical security non-functional requirements and outcomes are being implemented or met. At a minimum, all technical design documents must (1) include a dedicated security section (2) highlight any shortcomings against HMCTS technical security non-functional requirements (3) highlight any single point of failure that could impact the availability of the solution. |
| SEC-10-004 | System Acquisition, Development, and Maintenance | Secure Configuration | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution components must be deployed and configured in accordance with any published and applicable secure deployment or configuration guides made available by Vendors, NCSC, or Centre for Internet Security (CIS). For example:<br><br>Microsoft Cloud Security Benchmark (https://learn.microsoft.com/en-us/security/benchmark/azure/)<br><br>AWS Security Documentation (https://docs.aws.amazon.com/security/)<br><br>NCSC Device Security Guidance for Windows (https://www.ncsc.gov.uk/collection/device-security-guidance/platform-guides/windows) |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | CIS Benchmark for RHEL (https://www.cisecurity.org/benchmark/red_hat_linux) |
| SEC-10-005 | System Acquisition, Development, and Maintenance | NCSC CSP | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must meet all applicable requirements of the NCSC Cloud Security Principles (https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles). At a minimum, all multi-tenant cloud services must demonstrate how tenant separation or boundaries are implemented within compute, storage and data flows and networking. |
| SEC-10-006 | System Acquisition, Development, and Maintenance | NCSC CAF | (B) Protecting Against Cyber Attack | Procurement | Should | Security Management Plan | The supplier should share security related information about the solution in order to assist HMCTS in completing the NCSC Cyber Assessment Framework (CAF) (https://www.ncsc.gov.uk/collection/caf) |
| SEC-10-007 | System Acquisition, Development, and Maintenance | NCSC SDP | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must demonstrate implementation of the NCSC Secure Design Principles (https://www.ncsc.gov.uk/collection/cyber-security-design-principles/cyber-security-design-principles). |
| SEC-10-008 | System Acquisition, Development, and Maintenance | NCSC BPD | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must demonstrate applicable measures have been implemented from the NCSC Protecting Bulk Personal Data Guidance (https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data). |
| SEC-10-009 | System Acquisition, Development, and Maintenance | OWASP | (B) Protecting Against Cyber Attack | Business Requirements Document | Must | Technical Design Documents | The solution must ensure any web applications and APIs are designed and implemented to prevent common security attacks such as those listed in the |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | OWASP Top 10 (https://owasp.org/www-project-top-ten/). |
| SEC-10-010 | System Acquisition, Development, and Maintenance | Test Data | (B) Protecting Against Cyber Attack | Business Requirements Document | Should | Technical Design Documents | The solution should ensure live HMCTS data (or copies of) are only stored in production (operational) systems. |
| SEC-11-001 | Supplier Relationships | Contracts | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must ensure, and provide evidence to HMCTS, that all security requirements applicable to the solution or service, will flow down in the supply chain and will apply to all sub-contractors, partners, and suppliers that participate in the solution or service. |
| SEC-12-001 | Information Security Incident Management | Process | (D) Minimising The Impact of Cyber Security Incidents | Procurement | Must | Security Management Plan | The supplier and HMCTS must notify the other upon becoming aware of any security incident, breach of security or any potential or attempted breach of security (including throughout the supply chain) in accordance with the ISMS, SMP and HMCTS Security Incident Management Policy as shared. |
| SEC-13-001 | Information Security Aspects of Business Continuity Management | BCMS | (D) Minimising The Impact of Cyber Security Incidents | Procurement | Must | Security Management Plan | The supplier must develop and maintain a Business Continuity and Disaster Recovery Plan that meets the requirements of ISO/IEC22301 (https://www.iso.org/standard/75106.html). The Plan must be specific to the service delivered to HMCTS. |
| SEC-13-002 | Information Security Aspects of | Testing backups | (D) Minimising The Impact of | Procurement | Must | Security Management Plan | The supplier must test backup solutions. At a minimum this must include (1) a backup test at least every three months (2) verifying data reliability and integrity of data in scope of the ISMS (3) ensuring |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | Business Continuity Management | | Cyber Security Incidents | | | | that any testing meets the requirements of the BCDR plan (4) verifying Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) can be met. |
| SEC-14-001 | Compliance | SMP | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must prepare, develop, maintain, and deliver to HMCTS for approval a complete and up to date Security Management Plan (SMP) covering all services delivered under contract. At a minimum, the SMP must (1) be structured in accordance with the HMCTS SMP template as shared, (2) identify how the supplier's ISMS applies to the services offered to HMCTS, (3) explicitly detail how security non-functional requirements and outcomes are being implemented or met (4) identify the necessary delegated organisational roles defined for those responsible for delivering and overseeing the SMP (5) detail the supplier approach and processes for delivering the services using Sub-Contractors and third parties authorised by HMCTS. |
| SEC-14-002 | Compliance | SAL | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must ensure that all changes to services impacting IT security are approved in accordance with the agreed change procedure and take account of the latest Security Aspects Letter (SAL) as shared. |
| SEC-14-003 | Compliance | ISMS | (A) Managing Security Risk | Procurement | Should | Certificates | The supplier should hold and maintain valid ISO 27001 certification for their Information Security Management System (ISMS). The certification must be issued by a UKAS registered certification body the scope of which fully and explicitly includes |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | the system(s) used for the solution, service and data and all related operations and procedures. |
| SEC-14-004 | Compliance | Cyber Essentials | (A) Managing Security Risk | Procurement | Must | Certificates | The supplier must hold and maintain Cyber Essentials (CE) certification the scope of which includes the systems within the solution provided to HMCTS. |
| SEC-14-005 | Compliance | Technical Vulnerability Management | (B) Protecting Against Cyber Attack | Procurement | Must | Reports | The supplier must perform an IT Health Check (ITHC) of the solution under the CHECK scheme (https://www.ncsc.gov.uk/information/check-penetration-testing). At a minimum, this must include (1) performing an ITHC within the last six months of service commencement, thereafter annually and upon significant change to the system (or a system component) (2) a scope that contains all components within the solution or a subset that has been approved by HMCTS (3) sharing ITHC report findings with HMCTS (4) remediation of all discovered vulnerabilities in accordance with the **HMCTS Vulnerability Management Policy as shared**. |
| SEC-14-006 | Compliance | Data Protection | (A) Managing Security Risk | Business Requirements Document | Must | Technical Design Documents | The solution must ensure all HMCTS data is stored, supported, and processed within the United Kingdom (UK). The HMCTS SIRO must approve any departure from this. |
| SEC-14-007 | Compliance | Data Protection | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must ensure that all aspects of the service provided to HMCTS is performed in accordance with Data Protection Legislation (UK GDPR and UK DPA), comply with both the law and good practice, respect the rights of individuals, be |

| HMCTS ID | ISO/IEC 27001:2013 Control Set | Control | NCSC CAF Objective | Purpose | Must or Should | Primary Evidence | Security Non-Functional Requirements |
|---|---|---|---|---|---|---|---|
| | | | | | | | open and honest about how it Handles personal data. |
| SEC-14-008 | Compliance | HMCTS Audit and Inspection | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must allow for audits and inspections of its data processing activity by HMCTS, or an auditor designated by HMCTS. |
| SEC-14-009 | Compliance | PCI DSS | (A) Managing Security Risk | Procurement | Must | Security Management Plan | The supplier must comply with the requirements of the Payment Card Industry Data Security Standards (PCI DSS) where applicable to the solution. |
| SEC-14-010 | Compliance | Internal audit | (A) Managing Security Risk | Procurement | Should | Reports | The supplier should conduct internal security audits from time to time (and at least annually) across the scope of the ISMS and additionally after any change or amendment to the ISMS or Security Management Plan (SMP). At a minimum, security audit findings should be shared with HMCTS in the form of a report. |

## Appendix B

## Policies

### ICT Policies

HMCTS Backup Policy v2.0.pdf

HMCTS Change Management Security

Security in Information Asset Ma

HMCTS Vulnerability Management Policy v

HMCTS Secure Development Policy v

HMCTS Information Transfer Policy v2.0.p

HMCTS Information Security in BCM Polic

HMCTS Decommissioning an

HMCTS Cyber Security Logging and

HMCTS Crypto Management Security

### Security Policies

HMCTS ISMS Internal Audit Policy v2.0.pdf

HMCTS Information Security in Supplier R

HMCTS Vetting and Clearance Policy v3.0.

HMCTS Security Training and Awarene

## Schedule 6

## Insurance Requirements

### 1 Obligation to Maintain Insurances

1.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in the appendices 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 date on which the relevant risk commences.

1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (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.

1.3 The Insurances shall be taken out and maintained with insurers who are:

1.3.1 of good financial standing;

1.3.2 appropriately regulated;

1.3.3 regulated by the applicable regulatory body and is in good standing with that regulator; and

1.3.4 except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.

1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority 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.

### 2 General Obligations

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services 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 slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 3 Failure to Insure

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 would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following

written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

## 4 Evidence of Insurances

The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

## 5 Insurance for the Required Amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.

5.2 Where the Supplier intends to claim under any of the Insurances for an amount or amounts that are significant in the opinion of the Authority for any matters that are not related to the Services and/or the Contract, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, the Supplier shall promptly notify the Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

5.3 If and to the extent the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Supplier shall:

5.3.1 ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or

5.3.2 if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

## 6 Cancellation

6.1 Subject to paragraph 6.2, the Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 Without prejudice to the Supplier's obligations under paragraph 4, paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

## 7 Insurance Claims, Premiums and Deductibles

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

7.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## Appendix A

## Required Insurances

### Part 1 – Insurance Claim Notification

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of £10,000 (ten thousand pounds) relating to or arising out of the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

### Part 2 – Third Party Public and Products Liability Insurance

**1 Insured**

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:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 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 Services and in connection with this Contract.

**3 Limit of indemnity**

3.1 Not less than £10,000,000 (ten million pounds) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £10,000,000 (ten million pounds) in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant insurance policy).

**4 Territorial limits**

United Kingdom

**5 Period of insurance**

From the Effective Date for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

**6 Cover features and extensions**

Indemnity to principals clause under which the Authority shall be indemnified in respect of any claims made against the Authority 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.

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 seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**8 Maximum deductible threshold**

Not to exceed £25,000 for each and every third party property damage claim (personal injury claims to be paid in full).

**Part 3 – Professional Indemnity Insurance**

**1 Insured**

The Supplier

**2 Interest**

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay (including claimant's costs and expenses) as a result of claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of this Contract.

**3 Limit of indemnity**

3.1 Not less than £5,000,000 (five million pounds) in respect of any one claim and in the aggregate per annum.

**4 Territorial limits**

United Kingdom

**5 Period of insurance**

From the Effective Date for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing and for a period of 6 (six) years thereafter.

## 6 Cover features and extensions

Retroactive cover to apply to any "claims made policy wording" in respect of the Contract or retroactive date to be no later than the Commencement Date of the Contract.

Loss of documents.

Defamation.

## 7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

## 8 Maximum deductible threshold

Not to exceed £25,000 for each and every claim .

## Part 4 – United Kingdom Compulsory Insurances

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

### Employer's (Compulsory) Liability Insurances

The Supplier shall have not less than £10,000,000 in respect of any one occurrence the number of occurrences being unlimited in any annual policy period, in respect of employer's (compulsory) liability insurance.

### Motor Third Party Liability Insurances

The Supplier shall have unlimited indemnity for each and every occurrence the number of occurrences being unlimited in any annual policy period for third party death or bodily injury claims and £5,000,000 any other occurrence the number of occurrences being unlimited in any annual policy period for third party property damage claims.

## Schedule 7

## Authority Responsibilities

### 1 Introduction

1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Contract. Any obligations of the Authority in Schedule 2 (Services Description) and Schedule 8 (Supplier Solution) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities" and cross referenced in the table in paragraph 3.

1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

### 2 General Obligations

2.1 The Authority shall:

2.1.1 perform those obligations of the Authority which are set out in the clauses of this Contract and the paragraphs of the Schedules (except Schedule 2 (Services Description) and Schedule 8 (Supplier Solution));

2.1.2 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;

2.1.3 provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Contract as defined in the Implementation Plan;

2.1.4 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and

2.1.5 procure for the Supplier such agreed access and use of the Authority Locations (as a licensee only) and facilities as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

2.1.6 perform those obligations of the Authority which are assigned to it the Collaboration Agreement.

### 3 Specific Obligations

3.1 The Authority shall, in relation to this Contract perform the Authority's responsibilities identified as such in this Contract the details of which are set out below:

| Document | **Authority Responsibility** |
|---|---|
| Schedule 13 (Implementation Plan) Appendix A - Outline Implementation Plan | 1. Supply Assignment Type Qualification and Security Levels<br>2. Supply Locations<br>3. Supply Email Addresses for Notifications<br>4. Supply Booking Service User Access Details<br>5. Confirm User Access Levels<br>6. Provide Cost Codes<br>7. Establish Boards<br>8. Appoint Authority Board members & Chairperson |

## Schedule 8

## Supplier Solution

REDACTED s43 Sensitive Information

## Schedule 9

## Commercially Sensitive Information

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.

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 (please see the column "Duration of Confidentiality").

3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or clause 19 (Confidentiality), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

**Commercially Sensitive Information**

| No. | Date | Item(s) | Duration of Confidentiality |
|---|---|---|---|
| 1. | 27/11/24 | FRT | 5 years |
| 2. | 27/11/24 | FVRA | 5 years |
| 3. | 27/11/24 | Technical Response Envelope, inclusive of all responses (Q1-12). | 5 years |

## Schedule 10

## Notified Key Sub-Contractors

1 In accordance with clause 15.11 (Appointment of Key Sub-contractors), the Supplier is entitled to sub-contract its obligations under this 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 Authority after the Effective 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/ Service description** | **Key Sub-contract price expressed as a percentage of total projected Charges over the Term** | **Key role in delivery of the Services** | **Credit Rating Threshold** |
|---|---|---|---|---|---|
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## Schedule 11

## Third Party Contracts

1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.

2 The Supplier shall be entitled to update this Schedule in accordance with clause 15.5 (Appointment of Sub-contractors).

| Third party supplier name and address (if not the same as the registered office) | Registered office and company number | Related product/service description |
|---|---|---|
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## Schedule 12

## Software

### 1 The Software

1.1 The Software below is licensed to the Authority in accordance with clause 16 (Intellectual Property Rights).

1.2 The Parties agree that they will update this Schedule regularly, and in any event no less than every six Months from the Effective Date, 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

2.1 The Supplier Software includes the following items:

| Software | Supplier (if an Affiliate of the Supplier) | Purpose | Number of Licences | Restrictions | Number of Copies | Type (COTS or Non-COTS) | Term/Expiry |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

## 3 Third Party Software

3.1 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 |
|---|---|---|---|---|---|---|---|
| Microsoft 365 | Microsoft | Contract Management | Corporate Licence | Not applicable | See number of licences | COTS | Annual<br><br>Expiry: 31st January |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

## Appendix A – Form of confidentiality undertaking

### Confidentiality agreement

**This agreement** is made on [●date]

**Between:**

(1) [●**insert name**] of [●insert address] (the **Sub-licensee**); and

(2) [●**insert name**] of [●insert address] (the **Supplier** and together with the Supplier, the **Parties**).

**Whereas:**

(A) [●insert name of Authority] (the **Authority**) and the Supplier are party to a contract dated [●insert date] (the **Contract**) for the provision by the Supplier of [●insert brief description of services] to the Authority.

(B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the **Sub-licence**).

(C) It is a requirement of the Contract that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

**It is agreed as follows:**

#### 1 Interpretation

1.1 In this Agreement, unless the context otherwise requires:

**Confidential Information** means:

(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:

(i) the Supplier; or

(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;

(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process

definitions and procedures, and all such other documentation supplied by the Supplier to the Authority pursuant to or in connection with the Sub-licence;

(c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and

(d) Information derived from any of the above,

but not including any Information that:

(e) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;

(f) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

(g) was independently developed without access to the Information

**Information** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

**Sub-licence** has the meaning given to that expression in recital B) to this Agreement.

1.2 In this Agreement:

1.2.1 a reference to any gender includes a reference to other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 the words **include** and cognate expressions shall be construed as if they were immediately followed by the words **without limitation**;

1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

1.2.6 references to clauses are to clauses of this Agreement.

## 2 Confidentiality obligations

2.1 In consideration of the Authority entering into the Sub-licence, the Sub-licensee shall:

2.1.1 treat all Confidential Information as secret and confidential;

2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;

2.1.4 not transfer any of the Confidential Information outside the United Kingdom;

2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;

2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and

2.1.7 upon the expiry or termination of the Sub-licence:

(a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

(b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

(c) make no further use of any Confidential Information.

## 3 Permitted disclosures

3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and

3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and

3.1.3 have agreed to terms similar to those in this Agreement.

3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.

3.3 Before making a disclosure pursuant to clause 3.2, the Sub-licensee shall, if the circumstances permit:

3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

## 4 General

4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;

4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.

4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).

4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

## 5 Notices

5.1 Any notice to be given under this Agreement (each a **Notice**) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in clause 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[●Address]

Attention: [●Contact name and/or position, eg "The Finance Director"]

5.2.2 if to be given to the Sub-licensee shall be sent to:

[●Name of Organisation]

[●Address]

Attention: [●]

**6 Governing law**

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

**In witness** of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

**For and on behalf of [●name of Supplier]**

Signature: Date:

_____

Name: Position:

**For and on behalf of [●name of Sub-licensee]**

Signature: Date:

_____

Name: Position:

## Schedule 13

## Implementation Plan

### 1 Introduction

1.1 This Schedule:

1.1.1 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and

1.1.2 identifies the Milestones (and associated Deliverables).

### 2 Outline Implementation Plan

2.1 The Outline Implementation Plan is set out in Appendix A.

2.2 All changes to the Outline 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 28 (Authority Cause)).

### 3 Approval of the Detailed Implementation Plan

3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Authority for approval within 20 Working Days of the Effective Date.

3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:

3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;

3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:

(a) the completion of each design document;

(b) the completion of the build phase;

(c) details of any tests and any test acceptance criteria to be undertaken for any Milestone to be achieved; and

(d) training and roll-out activities;

3.2.3 clearly outlines all the steps required to implement the Milestones to be achieved in the next six (6) months, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements;

3.2.4 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and

3.2.5 is produced using a software tool as specified or agreed by the Authority.

3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with paragraph 3.1, the Authority shall have the right:

3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:

(a) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;

(b) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and

(c) any other work in progress in relation to the Detailed Implementation Plan; and

3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.

3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:

3.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and

3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than ten (10) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.

3.5 If the Authority rejects the draft Detailed Implementation Plan:

3.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

3.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within ten (10) Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 3.4 and this paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

## 4 Responsibilities Matrix and Implementation Responsibilities Matrix

The Supplier shall submit its proposals for the Responsibilities Matrix and Implementation Responsibilities Matrix (both as defined under the Collaboration Agreement) in accordance with its terms.

## 5 Updates to and Maintenance of the Detailed Implementation Plan

5.1 Following the approval of the Detailed Implementation Plan by the Authority:

5.1.1 the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Authority within twenty (20) Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

5.1.2 any revised Detailed Implementation Plan shall (subject to paragraph 5.2) be submitted by the Supplier for approval in accordance with the procedure set out in paragraph 3; and

5.1.3 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Supplier Management Board (as defined in Schedule 21 (Governance)). In preparation for such meetings, the current Detailed

Implementation Plan shall be provided by the Supplier to the Authority not less than five Working Days in advance of each meeting of the Supplier Management Board.

5.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:

5.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and

5.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with clause 28 (Authority Cause).

5.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

## 6 Government Reviews

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.

**Appendix A**

**Outline Implementation Plan**

| Milestone | Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone) | Duration (Working Days) | Milestone Date | Authority Responsibilities and other support activity (non-Authority Responsibility) (if applicable) | Link to ATP |
|---|---|---|---|---|---|
| Booking Service Go live | -Full Booking Functionality Available in accordance with Schedule 2 (Services Description) | To be agreed as part of the Detailed Implementation Plan | 21/08/2026 | **Authority Responsibilities:**<br>-Agree Mandatory Fields for Complaints<br>-Supply Assignment Type Qualification and Security Levels<br>-Supply Locations<br>-Supply Email Addresses for Notifications<br>-Supply Booking Service User Access Details<br>-Confirm User Access Levels | To be agreed as part of the Detailed Implementation Plan |
| Booking Service User Acceptance Testing | -Training Plan<br>-Risk and Issues Log<br>-Scenario Development - Reports and MI<br>-End to End Process - Booking Service Performance Testing (Load Test) | To be agreed as part of the Detailed Implementation Plan | 21/08/2026 | **Authority activity:**<br>-Support User Acceptance Testing | To be agreed as part of the Detailed Implementation Plan |

| | | | | | |
|---|---|---|---|---|---|
| Booking Service Training & Guidance | -Development and Testing<br>-Production of Video/webinars<br>-Production of Guidance Documents | To be agreed as part of the Detailed Implementation Plan | 30/09/2026 | **Authority activity:**<br>-Agree format of training<br>-Support training material development | To be agreed as part of the Detailed Implementation Plan |
| Reports and MI | -Development and Testing<br>-Production of Reports - Raw Data | To be agreed as part of the Detailed Implementation Plan | 21/08/2026 | **Authority Responsibilities:**<br>-Confirm User Access Levels | To be agreed as part of the Detailed Implementation Plan |
| Finance: reports and invoicing | -Development and Testing<br>-Production of Reports - Raw Data | To be agreed as part of the Detailed Implementation Plan | 12/08/2026 | **Authority Responsibilities:**<br>-Provide Cost Codes | To be agreed as part of the Detailed Implementation Plan |
| Register | -Collaboration with other suppliers<br>-Access and sharing of Interpreter information Communication for Interpreter | To be agreed as part of the Detailed Implementation Plan | 25/08/2026 | | To be agreed as part of the Detailed Implementation Plan |
| On-Boarding Interpreters | -Induction training<br>-Authority Code of Conduct<br>-Collaboration with Q&A Supplier Processes for Interpreters<br>-Interpreter On-boarding process | To be agreed as part of the Detailed Implementation Plan | 28/05/2026 | | To be agreed as part of the Detailed Implementation Plan |
| Other Training | -Development of awareness sessions | To be agreed as part of the | 30/09/2026 | **Authority activity:** | To be agreed as part of the Detailed Implementation Plan |

| | | | | | |
|---|---|---|---|---|---|
| | -Supplier Processes | Detailed Implementation Plan | | -Agree Format of Training | |
| Governance Boards (Implementation Plan) | -Identify Key Personnel for Implementation<br>-Set up Implementation Boards<br>-Identify Key Personnel for Governance<br>-Set up Governance Boards<br>-Risk and Issues Log | To be agreed as part of the Detailed Implementation Plan | 09/03/2026 | **Authority activity:**<br>-Establish Boards<br>-Appoint Authority Board members & Chairperson | To be agreed as part of the Detailed Implementation Plan |
| Governance Boards (Contract term) | -Identify Key Personnel for Governance<br>-Set up Governance Boards<br>-Risk and Issues Log – set up reporting processes | To be agreed as part of the Detailed Implementation Plan | 13/08/2026 | **Authority activity:**<br>-Establish Boards<br>-Appoint Authority Board members & Chairperson | To be agreed as part of the Detailed Implementation Plan |
| Operational Services Commencement | -All deliverable milestones have been achieved and approved -Go/no go decision | To be agreed as part of the Detailed Implementation Plan | 05/10/2026 | **Authority activity:**<br>-Go/No Decision | To be agreed as part of the Detailed Implementation Plan |

## Schedule 14

## Template Collaboration Agreement

# Contract

## relating to Collaboration in the delivery of Language Services

(1) The Lord Chancellor
(2) [●The Suppliers]

Dated 20[●]

Draft [●NUMBER]: [●DATE]

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**This agreement** is made the day of 20[●]

**Parties:**

(1) **The** [●**Lord Chancellor**], of 102 Petty France London SW1H 9AJ (the **Authority**); and

(2) each **Supplier** who, in each case, has separately executed the Agreement or a valid Accession Letter in the form set out in Schedule 3.

**Background:**

(A) Each of the Suppliers has entered into a services agreement with the Authority for the provision of services relating to languages and communication.

(B) The Parties recognise that the successful delivery of the overall language services provision is reliant on a level of support and collaboration between each of the respective Suppliers.

(C) Accordingly the Suppliers have agreed to collaborate in the provision of their respective Language Services to the Authority on the terms of this Agreement.

**Agreed terms:**

## 1 Definitions and interpretation

| | |
|---|---|
| **Accession Letter** | means a letter substantially in the form set out in Schedule 3 |
| **Agreement** | means this agreement (including its Schedules), as may be amended from time to time |
| **Change** | has the meaning given to it in the relevant Services Agreements |
| **Charter** | means the charter at Schedule 1 |
| **Collaboration Lead** | has the meaning given to it in clause 6.1 |
| **Collaborative Behaviours** | means the behaviours required of each Party as set out in the Charter |
| **Commencement Date** | means the date of execution of the Agreement |
| **Confidential Information** | has the meaning given to it in the relevant Services Agreement |
| **Delivery Board** | has the meaning given to it in the relevant Services Agreements |
| **Dispute** | has the meaning given to it in the relevant Services Agreement |
| **Expiry Date** | means the date on which the Agreement expires which shall be the date on which all of the Services Agreements have been terminated (for any reason whatsoever) or have expired |

| | |
|---|---|
| **Implementation** | means the activities of a Supplier during the Implementation Phase |
| **Implementation Phase** | means the period during which the Suppliers provide implementation services in accordance with the terms of their respective Services Agreements |
| **Implementation Plan** | means the plans applicable to each Supplier setting out events and tasks during Implementation, as further defined and detailed in the relevant Services Agreements |
| **Intellectual Property Rights** | means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in computer software, database rights, domain names, trade or business names, moral rights, and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off together with all or any goodwill relating or attached thereto and all rights of the same or similar nature anywhere in the world |
| **Interpreter** | has the meaning given to it in the relevant Services Agreements |
| **Key Sub-contractor** | has the meaning given to it in the relevant Services Agreements |
| **Language Services** | means each and any of the services provided to the Authority by any and all of the Suppliers pursuant to the Services Agreements |
| **Party** | means any person who is a party to the Agreement being, at the Commencement Date, the Authority and the Supplier(s) |
| **Pre-Contractual Statements** | has the meaning given to it in clause 17.3 |
| **Rectification Plan** | has the meaning given to it in the relevant Services Agreements |
| **Service Issues** | means any issues, incidents, outages or otherwise any problems which arise in relation to the delivery of the Services |
| **Services Agreements** | means the agreements entered into between Authority and the Suppliers for the purpose of Language Services |
| **Sub-Contractor** | means any person or organisation engaged by a Supplier from time to time (as may be permitted by the relevant Services Agreements) to provide any of the Services |

| | |
|---|---|
| **Supplier** | means each supplier of Services which has from time to time executed the Agreement and/or an Accession Letter |
| **Term** | means the term of the relevant Services Agreement, as further defined therein |
| **Working Days** | means any day other than a Saturday, Sunday or public holiday in England and Wales |

1.1 In the Agreement, except where the context otherwise requires:

1.1.1 the masculine includes the feminine and vice versa;

1.1.2 the singular includes the plural and vice versa;

1.1.3 a reference in the Agreement to any clause, paragraph, Schedule or annex is, except where it is expressly stated to the contrary, a reference to such clause, paragraph, schedule or annex of the Agreement;

1.1.4 save where otherwise provided in the Agreement, any reference to the Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document;

1.1.5 any reference to any enactment, order, regulation, code or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;

1.1.6 any reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;

1.1.7 headings are for convenience of reference only;

1.1.8 words preceding **include**, **including** and **included** shall be construed without limitation by the words which follow those words;

1.1.9 any obligation on a Party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;

1.1.10 subject to any express provisions of the Agreement to the contrary, the obligations of any Party are to be performed at that Party's own cost and expense;

1.1.11 the Schedules and appendices to the Agreement (and the annexes to such Schedules and appendices) form part of the Agreement; and

1.1.12 if there is any conflict between the provisions of the Services Agreements and the Agreement, the conflict shall be resolved in accordance with the following order of precedence:

(a) the relevant Services Agreement; and then

(b) the Agreement.

## 2 Purpose

2.1 Each Party recognises that collaborative working will be key to the successful delivery of Language Services. Whilst each Party has its own individual skills, capabilities and expertise, each Party acknowledges that in order to maximise the likelihood of success of Language Services, a level of reliance on the other Parties (to a greater or lesser extent) is required in

order to support delivery of its contractual obligations. Accordingly, in consideration of the mutual obligations of the Parties set out in the Agreement, each Party agrees to comply with the provisions set out in the Agreement.

2.2 The purpose of the Agreement is to facilitate and encourage collaborative working by:

2.2.1 outlining certain Collaborative Behaviours that each Party will demonstrate when complying with their obligations under their respective Services Agreements and the Agreement;

2.2.2 outlining specific collaborative activities that the Parties will undertake (these activities distinguish between operational collaboration and strategic collaboration); and

2.2.3 describing how Collaborative Behaviours will be monitored and measured and, where necessary, follow-up action in relation thereto facilitated.

2.3 The Parties acknowledge and agree that each Supplier shall enter into or accede to (as appropriate) the Agreement as and when such Supplier enters into a Services Agreement in respect of Language Services (as appropriate).

2.4 The Suppliers may, if they wish, enter into separate ways of working arrangements or agree specific terms of reference which outline, in greater detail, how the Suppliers will work with one another in respect of the delivery of the Language Services (which may include, for example, details of where each Supplier is to be situated, preferred locations for meetings, identified points of contact, processes for dealing with any behavioural issues, communications policies etc) provided such terms in no way vary or conflict with the terms of the Agreement or the Suppliers' respective Services Agreements. There is no obligation on the Suppliers to put such arrangements in place, however if the Suppliers choose to do so, the Suppliers shall share a copy of the relevant ways of working/terms of reference document that has been agreed between the Suppliers with the Authority as soon as reasonably practicable following their agreement, together with any updates to the same that may be made from time to time.

2.5 Nothing in this Agreement shall restrict a Party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this Agreement. However, as the parties will be working together in relation to the Language Services where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with clause 8 and clause 10.

## 3 Collaborative Behaviours

3.1 All Parties shall adopt and display the collaborative principles and behaviours set out in the Charter (which will, for the sake of completeness, be signed by each Party on entry into the Agreement). This obligation commences for each Party as soon as the Party enters into or accedes to (as appropriate) the Agreement.

3.2 The Parties acknowledge and agree that the Charter may be updated from time to time in accordance with clause 11.

## 4 Operational collaboration

4.1 Operational collaboration focuses on those collaborative activities required to ensure successful day to day delivery of the Services.

**Implementation**

4.2 Each Party recognises that part of the success of the provision of the Services will hinge on the willingness of each Party to interact proactively, flexibly and collaboratively with other Parties to deliver on objectives, identify problems and work to solve such problems.

4.3 The Suppliers shall work together to ensure that their respective Implementation Plans are cognisant of and consistent with each other's Implementation Plans. Without prejudice to the foregoing, each Supplier shall, upon the request of the Authority and/or another Supplier, review, contribute to and discuss a Supplier's Implementation Plan with the relevant Supplier and/or the Authority.

4.4 Each Party recognises that it will not always be possible to comprehensively prescribe every requirement at the outset and that circumstances will change and issues will arise throughout Implementation. The Parties shall work collaboratively to resolve any issues arising through Implementation in accordance with the principles at 4.12 below.

4.5 Without prejudice to the requirements set out in the Services Agreements or clauses 4.2 to 4.4 in respect of Implementation, the Parties acknowledge and agree that there shall be a register which sets out:

4.5.1 those obligations which each Supplier will be required to and shall deliver during Implementation to facilitate the overall delivery of the Language Services; and

4.5.2 the specific responsibilities of and activities to be undertaken by the Authority to facilitate the overall delivery of Implementation,

(the **Implementation Responsibilities Matrix**).

**Responsibilities during the Term**

4.6 The Parties recognise that the Language Services as a whole are collectively comprised of elements to be delivered by each Supplier and certain activities for which responsibility is retained by the Authority. Without prejudice to the requirements set out in the Services Agreements in respect of the Language Services, the Parties acknowledge and agree that there shall be a register which sets out:

4.6.1 those obligations which each Supplier will be required to and shall deliver upon and following entry into its Services Agreement (which shall apply both during Implementation and thereafter (during the remainder of the Term) to facilitate the overall delivery of the Language Services; and

4.6.2 the specific responsibilities of and activities to be undertaken by the Authority to facilitate the overall delivery of the Language Services,

(the **Responsibilities Matrix**). The Responsibilities Matrix shall be agreed in accordance with paragraphs 4.12 to 4.15 and be in a form set out in Schedule 2.

4.7 The Parties acknowledge and agree that each time that a new Supplier is appointed by the Authority, the Responsibilities Matrix may need to be updated to reflect the involvement of such new Supplier in the provision of the Language Services. Accordingly, each Supplier agrees that (subject to the provisions of clause 4.8) it shall work together with the Authority and each other Supplier to refresh and update the Responsibilities Matrix promptly, as required, following the appointment of each new Supplier.

4.8 The Authority will manage and maintain an up-to-date version of the Responsibilities Matrix and Implementation Responsibilities Matrix. When a new Supplier becomes a Party to the Agreement, the Authority will update the Responsibilities Matrix and Implementation Responsibilities Matrix to reflect any consequential changes that are required.

4.9 The Parties shall conduct an annual review the Responsibilities Matrix and Implementation Responsibilities Matrix and shall work together collaboratively to ensure they have sufficient information to be able to conduct the aforementioned review.

4.10 Each Supplier will be responsible for liaising with the other relevant Parties in connection with the achievement of each responsibility that is applicable to it as listed in the Responsibilities Matrix and Implementation Responsibilities Matrix.

4.11 If a Party identifies a requirement for a new responsibility or believes a change is required to the Responsibilities Matrix or Implementation Responsibilities Matrix, then that Party will raise the need for the new responsibility or change (as appropriate) as soon as it is able to with the Parties' Collaboration Leads.

**Approval of Responsibilities Matrix and Implementation Responsibilities Matrix**

4.12 Each Supplier shall:

4.12.1 submit to the Authority it's proposals for the Implementation Responsibilities Matrix within twenty (20) Working Days of the date of this Collaboration Agreement; and

4.12.2 submit to the Authority it's proposals for the Responsibilities Matrix by no later than the date requested by the Authority during the implementation period of the respective Services Agreement;

in each case in the form set out in Schedule 2 (Matrix Templates) clearly detailing reasonable dependencies on the Authority and other Suppliers (**Responsibility Proposals**).

4.13 Each Supplier shall (subject always to the confidentiality undertakings in this Agreement) provide all information reasonably requested by the Authority or any other Supplier to consider the implications and extent of any Responsibility Proposals.

4.14 The Parties shall work in good faith to agree:

4.14.1 the terms of the Implementation Responsibilities Matrix within twenty (20) Working Days of the submission by all Suppliers of their Responsibility Proposals; and

4.14.2 the terms of the Responsibilities Matrix by a date reasonably proposed by the Authority (to be no later than one month prior to the first operational services go live date of the respective Services Agreement);

in the event that the Parties' cannot agree the terms of the Responsibilities Matrix and Implementation Responsibilities Matrix in such period, the Authority shall, acting reasonably make a final determination of such terms.

4.15 Once approved by the Authority the Implementation Responsibilities Matrix and Responsibilities Matrix it shall reviewed and updated by the Parties in accordance with clauses 4.7 to 4.11 above, provided that the Parties agree and acknowledge that the Authority (acting reasonably) shall have final approval and determination of the contents of such documents.

**Language Service Changes**

4.16 The Parties recognise that Changes to the Language Services are inevitable as the Authority's requirements evolve over time, for example in response to new technologies, policies or legislation. This will demand flexibility and responsiveness from the Parties.

4.17 To that end, the Parties agree that it will:

4.17.1 avoid using Changes as an excuse to re-open negotiations or to remedy unfavourable positions;

4.17.2 be flexible, transparent, benefit focussed and cost conscious in response to Change;

4.17.3 work together collaboratively to inform, impact and resolve Changes in the most cost-effective manner; and

4.17.4 wherever possible seek to absorb Changes within existing resources and arrangements before resorting to formal contractual action.

**Dealing with Service Issues**

4.18 The Services Agreements set out a number of processes for the remediation of any Service Issues which arise in the delivery of the Language Services. The Suppliers recognise that particular Service Issues may require them to work together to resolve those Service Issues and as such each Supplier commits to adopting a 'fix first, find fault later' approach to dealing with Service Issues, including but not limited to the following activities:

4.18.1 prompt notification of Service Issues to the Authority and, where appropriate, notification to other Suppliers;

4.18.2 prioritise achieving solutions to Service Issues over seeking to blame any other parties;

4.18.3 cultivate a 'no blame' culture when identifying and dealing with Service Issues;

4.18.4 support and contribute to investigations by another Supplier and Authority to resolve Service Issue investigations; and

4.18.5 work with the other Suppliers to resolve Service Issues, providing information and support as necessary.

4.19 The Suppliers acknowledge and agree that restoration and continuity of the Language Services is the fundamental objective of Authority if any Service Issues arising and, in respect of the Suppliers' obligations under clause 4.18, the Suppliers are required to co-ordinate their own resource in order to work together to achieve that objective. Each Supplier shall only be expected to bear the costs incurred in discharging its own obligations pursuant to clause 4.18.

4.20 Where a Supplier is required under a Services Agreement to produce a Rectification Plan, the other Suppliers will on request review, contribute to and discuss that plan in a collaborative manner with the relevant Supplier and/or Authority in circumstances where the performance of the services under their Services Agreement may be affected.

## 5 Embedding collaboration

**Sub-contractors and Interpreters**

5.1 Whilst Sub-Contractors and Interpreters are not required to sign the Agreement, it is acknowledged and agreed that the Suppliers shall ensure that any Key Sub-contractors and Interpreters:

5.1.1 are made aware of and agree to adopt the Collaborative Behaviours and the principles set out in the Charter;

5.1.2 make Key Sub-Contractor personnel, and in the case of an Interpreter make themselves available to the Authority and the parties' in order to meet the Collaborative Behaviours, the Implementation Matrix and the Responsibilities Matrix;

5.1.3 make Key Sub-Contract personnel, and in the case of an Interpreter encourage them, to attend any training conducted by either the Authority or other Suppliers in respect of the Languages Services; and

5.1.4 where necessary, feed into and support:

(a) (and where required, send an appropriate representative to attend) the governance meetings envisaged and required by the Agreement;

(a) the remediation of service delivery issues;

(b) strategic collaboration initiatives; and

(c) any other necessary aspects of the Agreement that require the input of Sub-Contractors.

and the Suppliers shall use all reasonable endeavours to facilitate the performance of any Interpreter or Sub-Contractor in their compliance with the above.

**Executive engagement**

5.2 Each Supplier will provide the opportunity for senior executive engagement between Authority and that Supplier to discuss the Collaborative Behaviours.

**Training**

5.3 Where the Authority considers that there is an additional training need (for example, due to a legal or regulatory change affecting the Language Services), the Suppliers shall:

5.3.1 work in good faith to attend and participate in the training; and/or

5.3.2 where agreed between the parties, prepare and/or deliver such training.

## 6 Governance

6.1 Each Party will appoint a suitably senior lead officer who shall be accountable, and act as an escalation point, for issues related to the Collaborative Behaviours and the remainder of the obligations in the Agreement (**Collaboration Lead**). The Collaboration Leads shall attend Board meetings convened under their Services Agreement where appropriate and/or required as described in Schedule 21 (Governance) of their respective Services Agreement; or at the request of the Authority at any other board meeting convened in respect of the provision of language services.

6.2 Collaboration between the Parties and in particular the adoption of the Collaborative Behaviours will be reviewed at each Board meeting under each respective Services Agreement.

6.3 The Collaboration Leads for the Suppliers shall:

6.3.1 meet regularly, and at least prior to each Board under each respective Services Agreement or any other board meeting convened in accordance with clause 6.1, to discuss collaboration and resolve any collaboration related problems;

6.3.2 be listed as "Key Personnel" in the relevant Services Agreement.

6.4 The Authority shall encourage and facilitate adoption of the collaboration principles and Collaborative Behaviours within the wider stakeholder community.

## 7 Liabilities

7.1 Any liability between the Authority and each Supplier arising in connection with the Agreement shall count towards, be subject to and governed by the applicable limit of liability provision in the relevant Supplier's Services Agreement.

7.2 The Suppliers shall have no rights or remedies against each other under the Agreement, in contract, indemnity, breach of statutory duty, in tort (including negligence) or otherwise, except in respect of breaches by other Suppliers of clause 8 or clause 10.

7.3 No Supplier shall be liable under the Agreement to another Supplier or the Authority for any loss of profits, loss of production, loss of revenue, loss of business, loss of business

opportunity or any claim for consequential loss or for indirect loss of any nature or consequential losses.

7.4 Any dispute between the Authority and any Supplier shall be governed by the Dispute Resolution Procedure in the relevant Services Agreement.

## 8 Confidentiality

8.1 The provisions of the Agreement shall not be treated as Confidential Information and may be disclosed without restriction, provided that prior to such disclosure the Authority may, at its sole discretion, in whole or in part, redact information as it deems appropriate.

8.2 The Parties shall keep confidential all Confidential Information received by one Party from any other Party relating to the provision of the Services and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

8.3 Clause 8.2 shall not apply to:

8.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under the Agreement for the performance of those obligations;

8.3.2 any matter which a Party can demonstrate is already or becomes widely available in the public domain otherwise than as a result of a breach of this clause 8;

8.3.3 any disclosure to enable a determination to be made under the Dispute Resolution Procedure;

8.3.4 any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or parliamentary obligation placed upon the Party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;

8.3.5 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;

8.3.6 any provision of information to the Party's own legal, financial or insurance advisers;

8.3.7 any disclosure by the Authority of information relating to the operation of the Agreement and such other information as set out in the relevant schedules of each Services Agreement for the purpose of conducting a due diligence exercise, to any proposed new Supplier and its advisers, should the Authority decide to retender any and/or all of the Services Agreements (in whole or in part) subject to such proposed new Supplier entering into a confidentiality undertaking with the Authority on terms similar in all material respects to those set out in this clause 8; and/or

8.3.8 any disclosure of information by the Authority to any other department, office or agency of the Government or their respective advisers or to any person engaged in providing services to the Authority for any purpose related to or ancillary to the Agreement.

8.4 Where disclosure is permitted under clause 8.3 other than clauses 8.3.2, 8.3.3 or 8.3.5, the Party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in the Agreement.

8.5 Nothing in the Agreement or the disclosures envisaged by this clause 8 shall (except as expressly agreed otherwise) operate to transfer, or operate as a grant of any licences, to any Intellectual Property Rights in the Confidential Information.

8.6 The undertakings and other provisions of this clause 8 shall survive expiry or termination of the Agreement and shall continue in force until six years after the expiry or termination of the Agreement, but shall cease to apply to information which may enter the public domain otherwise than through the unauthorised disclosure by or fault of the recipient of the Confidential Information or by a person with whom such recipient is connected in any way.

8.7 Each Party acknowledges that damages alone may not be an adequate remedy in the event of breach by any other Party of the provisions of this clause 8. Accordingly, it is agreed that any Party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this clause 8, without prejudice to any other rights and remedies which that Party may have.

8.8 Without prejudice to the generality of the foregoing, nothing in this Agreement shall require any Party to share with other Suppliers any Commercially Sensitive Information (as the same is set out in the Supplier's respective Services Agreement).

## 9 Costs

The Suppliers are not entitled to raise any additional charges to the Authority in relation to compliance with their obligations set out in the Agreement and the Authority is not obliged to pay for any costs incurred by a Supplier in relation to the Agreement.

## 10 Intellectual property rights

10.1 Except as expressly provided in a Services Agreement, all Intellectual Property Rights vested in a Party prior to the date on which it became a party to this Agreement shall remain vested in that Party.

10.2 Any licence of a Supplier's Intellectual Property Rights which may necessarily be required by another Supplier solely for the purpose of enabling such Supplier to perform its obligations under its Services Agreement will be dealt with in accordance with the Suppliers' respective Services Agreements; or where additional licenses are required, the Supplier shall work in good faith with the Authority to agree the terms of such licence.

10.3 Without prejudice to the Authority's rights under each Services Agreement, if, and only to the extent to which, a licence to use another Supplier's Intellectual Property Rights is required to enable the discharge of a Supplier's obligations under this Agreement then each of the Suppliers grants to each of the other Suppliers a non-transferable, non-exclusive licence (carrying the right to grant sub-licences to their respective Sub-Contractors) to use such of their Intellectual Property Rights that are necessarily required by such Suppliers solely for the purposes of their performance of their obligations in the Agreement (which shall, in the case of Supplier proprietary IPR shall be at a reasonable and commercially available licence fee, and in all other cases shall be royalty free). Such licensed Intellectual Property Rights shall not be exploited by the licensee Suppliers for any other business purpose. Each of the Suppliers shall ensure that it obtains all necessary licences, permissions and consents to ensure that it can make their Intellectual Property Rights available to the other Suppliers on these terms.

10.4 Save where otherwise agreed between the parties, the Suppliers hereby assign to the Authority any IPR in any documents or reports created by the Supplier in accordance with this Agreement, including the Implementation Matrix and the BAU Responsibilities Matrix. The Authority grants the Supplier's a non-exclusive, royalty free, non-transferable licence to the aforementioned documents for the Term for the purposes of delivering the Language Services under the Service Agreements, or complying with obligations under this Agreement.

## 11 Variations

No variation of the Agreement is valid unless it is in writing and signed by or on behalf of all Parties.

## 12 Succession

References to a public organisation (including the Authority) is deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation.

## 13 Accession Arrangements

Following the Commencement Date, the Authority shall require any further Suppliers to accede to the Agreement by entering into an Accession Letter.

## 14 Assignment

The rights and obligations of any Party under the Agreement shall not be assigned, novated or otherwise transferred to any person other than a person acquiring the rights and obligations of the relevant Party under any of the Services Agreements unless otherwise agreed by the Parties in writing.

## 15 Severability

If any term, condition, clause or provision contained in the Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, clause or provision shall, to that extent be omitted from the Agreement and not affect the validity, legality or enforceability of the remaining parts of the Agreement.

## 16 Term and Termination

16.1 This Agreement shall commence on the Commencement Date and shall, unless terminated in accordance with clause 16.2 below continue until the date which is the final date of the term of the last Services Agreement to expire or terminate.

16.2 The Agreement may be terminated prior to the Expiry Date:

16.2.1 by the written agreement of all of the Parties; or

16.2.2 by the Authority serving not less than 90 days' written notice upon the other Parties stating that the Authority is terminating the Agreement.

16.3 A Supplier shall cease to be a party to the Agreement:

16.3.1 on the termination (howsoever caused) or expiry of its Services Agreement; or

16.3.2 by the written agreement of all of the Parties (including the Supplier concerned).

## 17 Entire Agreement

17.1 Except where expressly provided in the Agreement, the Agreement constitutes the only agreement between the Parties in connection with its specific subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the specific subject matter of the Agreement.

17.2 The Parties acknowledge that the Agreement and the Services Agreements are separate, although interrelated, contracts.

17.3 Each Party acknowledges that in entering into the Agreement it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of any other Party in relation to the subject-matter of the Agreement (together **Pre-Contractual Statements**) and which are not set out in the Agreement or, as between the Authority and each Supplier, in the relevant Services Agreement.

17.4 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

17.5 Nothing in this clause 17 excludes or restricts the liability of any Party arising out of its fraud or fraudulent misrepresentation.

## 18 Notices

All notices required to be issued under the Agreement shall be in writing and served by sending the same by first class post or by hand, leaving the same at the relevant address specified in the Agreement or a relevant Accession Letter.

## 19 Dispute Resolution Procedure

If a Dispute arises out of or in connection with the Agreement, the Parties shall follow the Dispute Resolution Procedure set out in the relevant Services Agreement.

## 20 Governing Law and Jurisdiction

20.1 The Agreement and any contractual or non-contractual obligations arising from or connected with it shall be governed by English law and the Agreement shall be construed in accordance with English law.

20.2 Each Party irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

20.3 The Agreement may be executed in any number of counterparts, and by the parties as separate counterparts but will not be effective until each party has executed at least one counterpart.

20.4 Each counterpart shall constitute an original of the Agreement, but all the counterparts shall together constitute one and the same Agreement.

## Schedule 1

## Charter

## Committed Behaviours

We will, taking into account the Strategic Objectives:

**Quality of relationship**

- be open and honest in our dealings with each other and all key stakeholders to foster a climate of trust, understanding and mutual respect;
- act transparently, sharing information, data, plans and experience;
- ensure communications are timely, accurate and useful and that appropriate confidentiality is respected; and
- be sensitive to the intentions and aspirations of individuals and teams and value individual and team contributions and celebrate their successes;

**Collaborative intention**

- maintain a genuine non defensive presence and make a commitment to mutual success in relationships with other parties;
- work together and adopt a 'can do' attitude and continuously review the manner in which services are delivered;
- cultivate a no blame culture when identifying and dealing with issues; and
- seek to increase the velocity of continuous improvement;
- where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Suppliers. For the avoidance of doubt, this paragraph does not require any party to assign or transfer any Intellectual Property Rights belonging to that party;

**Responsiveness and flexibility**

- provide timely, accurate and fit for purpose responses;
- ensure on time delivery on commitments and requests for information to other parties, to avoid delays in the achievement of Milestones or delays in the design, development, testing or implementation of any Deliverables; and
- participate constructively in any change processes to ensure that changes are managed and deployed in a timely fashion;

**Innovation**

- demonstrate innovative thinking regarding research and technology, products, processes and organisation/business models;
- adopt a user informed test and learn approach;
- show willingness to take risk to introduce solutions from other Suppliers and related supply chains and expand the original request boundaries in order to maximise value to Authority ;
- encourage the early identification of all opportunities to improve the delivery of the Services;

- provide a service that continues to deliver demonstrable value for money throughout the contract term;
- commit to learning lessons (good and bad) from previous activities, projects and experiences;
- encourage best practice, from whatever source, by adopting outward-looking strategy and looking beyond Authority's requirements at the global market; and
- commit to operating a 'bright-ideas' scheme open to all staff to propose new methods, processes and technical improvements; and

**Taking Responsibility**

- take responsibility and initiative to resolve issues and ensure delivery of the Services and Deliverables, even when the boundaries of responsibility are not clear (ie adopt a "fix-first, settle later" approach); and
- demonstrate a willingness to accept accountability and risk in relation to wrong decisions and demonstrate the courage to resolve issues.

**Schedule 2**

**Matrix Templates**

**Part 1 – Responsibilities Matrix Template**

Please note this is an example and will be updated and completed by the Authority during Implementation

| Document | Ref Number | Heading | Detailed action | Responsible Party | Frequency | Operational Consequences of Failure | Notes |
|---|---|---|---|---|---|---|---|
| For Example:<br><br>Service Description | Paragraph 2.1 | General requirements | Make available Interpreter booking data to Q&A Supplier. | Supplier(s): Primary Spoken, Secondary Spoken, V&T | Immediately | | |

**Part 2 – Implementation Responsibilities Matrix Template**

| Document | Ref Number | Heading | Detailed action | Responsible Party | Frequency | Operational Consequences of Failure | Notes |
|---|---|---|---|---|---|---|---|
| For Example:<br><br>Service Description | | | Provide data fields required for development of Interpreter Register | Supplier: Q&A Supplier | By [●DATE] | | |

## Schedule 3 Accession Letter

**[●DN: Form of Accession Letter TBC]**

To: The Secretary of State for Justice and [●Enter names of existing Suppliers]

From: [●Enter name of new Supplier] (**New Contractor**).

Dated: [●]

1 We refer to the Agreement dated [●] (the Agreement) a copy of which is annexed to this letter. This is an Accession Letter as referred to in clause 13 of the Agreement. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.

2 The New Contractor agrees to become a Party to the Agreement and to be bound by the terms of the Agreement as a Supplier pursuant to clause 13 (Accession Arrangements) of the Agreement.

3 The New Contractor is a company duly incorporated under the laws of [●name of relevant jurisdiction].

4 For the purposes of clause 18 (Notices), the New Contractor's administrative details are as follows:

Address: [●]

Fax No: [●]

Attention: [●]

5 This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[●EXECUTION CLAUSES TO BE COMPLETED FOR THE NEW CONTRACTOR AND COUNTERSIGNED BY THE Authority AND EACH SUPPLIER]

Signature page

## Schedule 15

## Charges and Invoicing

## Part 1– Charges Calculation

### 1 Charges

1.1 The Charges shall be calculated in accordance with this Schedule as follows:

$$\mathbf{C = MP_1 + MP_2 + MP_3 + MP_4 + MP_5 + MP_P + OC}$$

Where:

**C** is the Charges to be paid within the relevant Month;

$\mathbf{MP_1}$ is the sum of Booking Charges for all Category 1 Services provided through Fulfilled Bookings within the relevant Month;

$\mathbf{MP_2}$ is the sum of Booking Charges for all Category 2 Services provided through Fulfilled Bookings within the relevant Month;

$\mathbf{MP_3}$ is the sum of Booking Charges for all Category 3 Services provided through Fulfilled Bookings within the relevant Month;

$\mathbf{MP_4}$ is the sum of Booking Charges for all Category 4 Services provided through Fulfilled Bookings within the relevant Month;

$\mathbf{MP_5}$ is the sum of Booking Charges for all Category 5 Services provided through Fulfilled Bookings within the relevant Month;

$\mathbf{MP_P}$ is the sum of Booking Charges for all Video Production Services provided within the relevant Month calculated in accordance with Appendix C; and

**OC** is Other Charges for the provision of Services calculated in accordance with paragraph 1.6 relating to Fulfilled Bookings within the relevant Month.

1.2 Except in respect of Booking Charges for all video production services which will be calculated as set out in paragraph 1.5 and bespoke charges, the Charges per Fulfilled Booking shall be calculated as follows:

$$\mathbf{BC_1 \text{ or } BC_2 \text{ or } BC_3 \text{ or } BC_4 \text{ or } BC_5 = SRS + AF}$$

Where:

$\mathbf{BC_1}$ is the Booking Charge for a Fulfilled Booking for Category 1 Services;

$\mathbf{BC_2}$ is the Booking Charge for a Fulfilled Booking for Category 2 Services;

$\mathbf{BC_3}$ is the Booking Charge for a Fulfilled Booking for Category 3 Services;

$\mathbf{BC_4}$ is the Booking Charge for a Fulfilled Booking for Category 4 Services;

$\mathbf{BC_5}$ is the Booking Charge for a Fulfilled Booking for Category 5 Services;

**SRS** is as calculated in accordance with paragraph 1.3; and

**AF** is as calculated in accordance with paragraph 1.4.

1.3 Standard Rate Services

1.3.1 The standard rate for a Fulfilled Booking, shall be calculated as follows:

1.3.2 SRS = applicable Base Unit Price (as set out in Appendix A) x Work Hours (subject to a minimum of 3 Work Hours for all Fulfilled Bookings as further described in paragraph 1.7)

1.4 Adjustment Factor Uplift

1.4.1 If one or more of the Adjustment Factors set out in paragraph 1.4.2 applies, the Supplier shall be entitled to enhanced charges as calculated in accordance with paragraph 1.4.3.

1.4.2 The relevant Adjustment Factors for the purposes of this paragraph 1.4 are:

(a) Urgency Type 1 to 3 (inclusive); and

(b) Security Level 2 to 5 (inclusive).

1.4.3 The enhanced charges shall be calculated as follows:

**AF = applicable Base Unit Price (as set out in Appendix A) x sum of relevant Adjustment Factor Uplift (as set out in Appendix B)[1] x Work Hours**

[1] Where more than one Adjustment Factor applies to a Fulfilled Booking, the sum of all applicable Adjustment Factors should be included in this calculation in order to calculate the relevant value.

1.4.4 For the avoidance of doubt, in respect of Security Levels, where the Supplier supplies an Interpreter who has a higher Security Level than has been requested in the Booking, the applicable Adjustment Factor Uplift shall accord with the Security Level set out in the Booking. In addition, where the Supplier supplies an Interpreter with a lower Security Level than requested in the Booking (with the prior consent of the relevant Commissioning Body), the Adjustment Factor Uplift shall accord with the Security Level provided.

1.5 Video Production Charges

The Charges for the provision of Video Production Services shall be as set out in Appendix C.

1.6 Other Charges

1.6.1 The Supplier shall be entitled to include the below Other Charges in its Monthly invoice in the event that any of the applicable items occur in respect of any Fulfilled Booking(s) during the relevant Month.

1.6.2 The Other Charges shall be calculated by multiplying the number of times each item was used or occurred in the relevant Month by the charge for that item as set out in the Table 1 below:

**Table 1**

| **Type of item** | **Charge per item** |
|---|---|
| Charge for one Short Notice Cancellation | a) REDACTED s43 Sensitive Information in respect of a Booking by a Commissioning Body made between (i) after 9am fourteen (14) calendar days and (ii) after 9am seven (7) calendar |

| | |
|---|---|
| | days immediately prior to the Booking Date; or<br><br>b) REDACTED s43 Sensitive Information in respect of a Booking by a Commissioning Body made at or before 9am seven (7) calendar days immediately prior to the Booking Date; and<br><br>plus the sum as calculated in accordance with paragraphs 1.11 and 1.12 |
| Charge for one Curtailment | As calculated in accordance with paragraphs 1.8 and 1.9 |

1.6.3 The items set out in Table 1 above comprise an exhaustive list and no other additional costs and charges shall be recoverable by the Supplier from the Authority other than as expressly provided for in this Contract.

1.6.4 For the avoidance of doubt, in respect of a Cancellation Charge or a Curtailment Charge, the Supplier shall comply with good practice, Law (in effect now or in the future) and any arrangements the Supplier has with its Interpreters in respect of payment to an Interpreter for any Cancelled Booking or Curtailed Booking.

**3 Hour Minimum Booking Charge**

1.7 For any Fulfilled Booking for face-to-face interpretation that is placed by a Commissioning Body and that takes place for equal to or less than 3 Work Hours, the Supplier shall be entitled to charge the Commissioning Body for 3 Work Hours (**Minimum Booking Period**). The Authority may at any time, request to increase or decrease the Minimum Booking Period and where it does so, the Parties will work in good faith to agree such change.

**Curtailment Charges**

1.8 For any Fulfilled Booking that is placed for equal to or more than five (5) Work Hours and is Curtailed the Supplier shall be entitled to charge the Authority for the total number of Work Hours that were intended to be delivered (as per the original Booking) for the day on which the Booking is Curtailed.

1.9 In the event that the intended Booking Duration was for more than one day, any subsequent days following the day on which the Booking is Curtailed shall be treated as a Cancellation in accordance with paragraphs 1.10 to 1.13.

**Cancellation Charges**

1.10 Where the Authority submits an Advanced Notice Cancellation the Supplier shall not be entitled to any Cancellation Charge.

1.11 Where the Authority submits a Short Notice Cancellation, the Supplier shall be entitled to charge the Authority the Cancellation Charge.

1.12 The Cancellation Charge for Short Notice Cancellation for face to face or video Bookings shall be as follows:

1.12.1 50% of the Interpreter Fee where the cancellation is made between 14 calendar days and seven calendar days immediately prior to the Booking Date; or

1.12.2 100% of the Interpreter Fee where the cancellation is made seven calendar days or less immediately prior to the Booking Date;

plus, in each case the charge set out in Table 1 above,

provided that:

1.12.3 prior to the time of cancellation, the Supplier had confirmed to the Commissioning Body that an Interpreter had been assigned to the Booking; and

1.12.4 save where, using reasonable endeavours, an alternative Interpreter can be allocated, where the Booking is amended, as a direct result of the amendment, the Interpreter who was assigned to the Booking is unable to fulfil the amended Booking.

1.13 For the avoidance of doubt, where a Booking is Unfulfilled, the Authority shall not be obligated to pay any Charges in relation to such Unfulfilled Booking and the provisions of Schedule 3 (Performance Levels) and Part 2 of this Schedule 15 shall apply.

## Part 2 – Adjustments To The Charges

### 1 Service Credits

1.1 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of Schedule 3 (Performance Levels).

1.2 For each Service Period:

1.2.1 the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period on the basis of one point equating to a 0.25% deduction in the Service Charges for that Service Period; and

1.2.2 the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

$$SC = TSP \times x \times AC$$

where:

SC is the total Service Credits for the relevant Service Period;

TSP is the total Service Points that have accrued for the relevant Service Period;

X is 0.25%; and

AC is the total Services Charges payable for the relevant Service Period (prior to deduction of applicable Service Credits).

1.3 The liability of the Supplier in respect of Service Credits shall be subject to clause 23.4.2 (Financial and other Limits) provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Points in excess of such financial limit in accordance with the provisions of Schedule 3 (Performance Levels).

1.4 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.

1.5 Service Credits shall be shown as a deduction from the amount due from the Authority to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

## 2 Changes to Charges

2.1 Any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 22 (Change Control Procedure).

2.2 The Authority may request that any Impact Assessment presents Charges without Indexation for the purposes of comparison.

## 3 Indexation

3.1 Any amounts or sums in this Contract which are expressed to be "subject to Indexation" shall be adjusted in accordance with the provisions of this paragraph 3 to reflect the effects of inflation.

3.2 The following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this paragraph 3 and shall not be included in the relevant amount or sum for the purposes of paragraph 3.1:

3.2.1 any costs charged by the Supplier to the Authority in respect of Assets or Authority Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges.

3.3 Where any amount or sum in this Contract is stated to be "subject to Indexation" then it will be indexed on the Operational Service Commencement Date to reflect the percentage change in the consumer price index (or indices) published by the Office of National Statistics or other reputable source during that one-year period. Subsequent adjustments shall take place on each following yearly anniversary of the Operational Service Commencement Date to reflect the percentage change in the price index since the previous change.

3.4 Except as set out in this paragraph 3, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

3.5 Where the price index referred to in paragraph 3.3:

3.5.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise; or

3.5.2 is no longer published, the Authority and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

3.6 **Interpreter remuneration adjustment:** where the Charges are indexed in accordance with this paragraph 3, the Supplier shall, within thirty (30) days of the relevant anniversary of the Operational Services Commencement Date, apply an equivalent adjustment (reflecting the percentage change in the consumer price index as described in paragraph 3.3 above) to the remuneration applied by the Supplier for Interpreters. The Supplier shall provide, upon request, by the Authority evidence of the adjustment applied in accordance with this paragraph 3.6

# Part 3 – Invoicing and Payment Terms

## 1 Actual Start and End Time verification

1.1 Notwithstanding a Commissioning Body approving an Interpreter's timesheet prior to the Interpreter leaving an Authority Location, the Supplier shall:

1.1.1 upload the Actual Start Time and Actual End Time to the Booking Service; and

1.1.2 via the Booking Service or another appropriate electronic means, notify the Commissioning Body which requested the Booking of the Actual Start Time and Actual End Time.

1.2 The Supplier shall ensure that it fulfils the requirements of paragraph 1.1 within the following timescales:

1.2.1 for a single day Booking, within five (5) Working Days of the Actual End Time; and

1.2.2 for a multi-day Booking, within five (5) Working Days of the last Working Day of the week in which the Booking occurred (or each week should the Booking extend over multiple weeks).

1.3 Within five (5) Working Days of the notification being received in accordance with paragraph 1.1, the relevant Commissioning Body may either approve the Actual Start Time and Actual End Time or notify the Supplier that it disputes such times. Any such notification shall be delivered by the Commissioning Body to the Supplier via the Portal.

1.4 If the Commissioning Body does not, within five (5) Working Days of receipt of notification from the Supplier, notify the Supplier pursuant to paragraph 1.3 of its approval or not of the Actual Start Time and/or Actual End Time, the time shall be deemed approved.

1.5 Where a Commissioning Body disputes the Actual Start Time and/or Actual End Time of a Booking, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

1.6 Approval of the Actual Start Time and Actual End Time by a Commissioning Body is without prejudice to its other rights and remedies, including its right to dispute an invoice following receipt.

## 2 Invoices

2.1 The Supplier acknowledges that the Authority comprises departments including the Commissioning Bodies, for the purposes of payment of the Charges only, each of the Commissioning Bodies shall receive its own invoice.

2.2 The Supplier shall invoice the Charges, in accordance with paragraph 2.3, to the relevant Commissioning Body Monthly in arrears.

2.3 The Supplier shall ensure that each Commissioning Body shall receive its own invoice in respect of the Bookings which it has requested, and which have been completed in the Month to which the invoice relates. Such invoice shall be addressed in accordance with the instructions notified to the Supplier by the relevant Commissioning Body from time to time.

2.4 During the Term, the Authority may direct the Supplier to issue invoices in some manner other than as set out in paragraph 2.3 from time to time without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no cost to the Authority or any other Commissioning Body.

2.5 The Supplier agrees that each invoice in respect of the Charges shall be raised by the Supplier no later than the tenth day following the end of each Month.

2.6 The Supplier shall ensure that each invoice contains the following information to the extent it is applicable to the payment due under that invoice:

2.6.1 the date of invoice;

2.6.2 a unique reference number;

2.6.3 purchase order number, if any;

2.6.4 the period to which the Charges relates;

2.6.5 the Charges for face-to-face interpretations, together with such information as may be required in order to show how such amount has been calculated;

2.6.6 the Charges for video interpretations, together with such information as may be required in order to show how such amount has been calculated;

2.6.7 Other Charges, together with such information as may be required in order to show how such amount has been calculated;

2.6.8 the Service Credits, together with such information as may be required in order to show how the amount of Service Credits has been calculated;

2.6.9 the total payment due gross and net of any applicable deductions and, separately, any VAT or other sales tax properly payable;

2.6.10 the contact name and telephone details of a responsible person in the Supplier's finance department in the event of query; and

2.6.11 the banking details to enable payment to the Supplier.

2.7 The Supplier shall provide such other supporting information as may be reasonably requested by a Commissioning Body from time to time to substantiate an invoice received from the Supplier under this Contract.

2.8 Following receipt, and where applicable, payment of an invoice, the relevant Commissioning Body will carry out an assurance process on the invoice to ensure that there are no discrepancies between the Bookings actually delivered and/or Service Credits actually accrued, and the amount of the Charges stated within the invoice.

2.9 If, following the assurance process set out in paragraph 2.8, a discrepancy is identified by the relevant Commissioning Body, that Commissioning Body will raise such discrepancy with the Supplier and the Supplier will issue an appropriate credit to the next invoice raised in relation to that Commissioning Body.

2.10 Where a discrepancy is not agreed, the matter shall be escalated to the appropriate senior management of the Supplier and the Commissioning Body for resolution, and in the event that the matter cannot be resolved, the matter shall be referred to the Dispute Resolution Procedure.

2.11 For the avoidance of doubt, the payment of any invoice will be without prejudice to and shall not be deemed a waiver of the Authority's rights and remedies under paragraph 2.10 above.

## 3 Payment Terms

3.1 Subject to the terms of this Contract, the Authority shall, and shall use its reasonable endeavours to ensure that (i) the Commissioning Bodies and (ii) any executive agency sponsored by the Authority (whether or not it is in existence as at the Effective Date) which receives Services under the Contract as a Commissioning Body shall, make payment to the Supplier in pounds sterling (£) by electronic transfer within thirty (30) days of receipt of a valid invoice.

3.2 If a Commissioning Body or the Supplier fails to pay undisputed sums properly payable under this Contract by the due date, the issuer of the invoice shall have the right to charge interest to the Commissioning Body on the overdue amount at a rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.

## 4 Invoice Reports

4.1 On or before the tenth day following the end of each Month, the Supplier shall provide to the Authority a consolidated summary of all invoices which have been raised in the previous Month showing, for that Month, the total amount invoiced to each Commissioning Body, the total amount of Service Credits for Unfulfillment in relation to each Commissioning Body (and the total amount of such Service Credits invoiced by each of them) and the total amount of Service Credits for all other KPIs in respect of which invoices have been issued. The Supplier shall promptly respond to such requests as the Authority may have in relation to such information.

4.2 The Supplier will ensure mechanisms are in place, to ensure accurate billing.

4.3 The Supplier will provide a Monthly report detailing the accuracy of billing.

4.4 In the event that the Supplier issues an inaccurate invoice the Authority may conduct its own investigation and assurance process, which the Supplier must comply with, and the Authority may set an action for the Supplier to address such inaccurate invoicing which the Supplier must comply with and report against as part of the report under paragraph 4.3.

**Appendix A**

**Base Unit Prices**

| Contract Prices - Unit Pricing | £ |
|---|---|
| **Category 1** | |
| RSLI - Three Hours F2F | REDACTED s43 Sensitive Information |
| TSLI - Three Hours F2F | REDACTED s43 Sensitive Information |
| RSLI - One Hour Video | REDACTED s43 Sensitive Information |
| TSLI - One Hour Video | REDACTED s43 Sensitive Information |
| **Category 2** | |
| Three Hours F2F | REDACTED s43 Sensitive Information |
| One Hour Video | REDACTED s43 Sensitive Information |
| **Category 3** | |
| Three Hours F2F | REDACTED s43 Sensitive Information |
| One Hour Video | REDACTED s43 Sensitive Information |
| **Category 4** | |
| Three Hours F2F | REDACTED s43 Sensitive Information |
| One Hour Video | REDACTED s43 Sensitive Information |
| **Category 5** | |
| Three Hours F2F | REDACTED s43 Sensitive Information |
| One Hour Video | REDACTED s43 Sensitive Information |

(RSLI/TSLI = registered sign language interpreter/trainee sign language interpreter)

**Appendix B**

**Adjustment Factor Uplifts**

| **Contract Prices - Adjustment Factors** | **%** |
|---|---|
| **Urgency Level** | |
| UT1 - Within 3 Hours | REDACTED s43 Sensitive Information |
| UT2 - Between 3-24 Hours | REDACTED s43 Sensitive Information |
| UT3 - Between 24 hours & 5 days | REDACTED s43 Sensitive Information |
| UT4 - 6 days | REDACTED s43 Sensitive Information |
| **Security Level** | |
| SL1 - BPSS & DBS | REDACTED s43 Sensitive Information |
| SL2 - CTC | REDACTED s43 Sensitive Information |
| SL3 - SC | REDACTED s43 Sensitive Information |
| SL4 - DV | REDACTED s43 Sensitive Information |
| SL5 - NPPV3 | REDACTED s43 Sensitive Information |

## Appendix C

## Video Production Charges

### 1 Video Production Services

1.1 Any quotation for video production services must itemise the services required in accordance with the table below:

| **Contract Prices - Unit Pricing** | | **£** |
|---|---|---|
| **Video Production** | | |
| Deaf Presenter | per 300 words | REDACTED s43 Sensitive Information |
| Interpreter | Hourly Rate | REDACTED s43 Sensitive Information |
| Subtitles | per 300 words | REDACTED s43 Sensitive Information |
| Overlay | per 300 words | REDACTED s43 Sensitive Information |
| No Transcript Fee | per 300 words | REDACTED s43 Sensitive Information |

## Schedule 16

## NOT USED

## Schedule 17

## NOT USED

## Schedule 18

## Financial Distress

### 1 Warranties and Duty to Notify

1.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date:

1.1.1 the long term credit ratings and/or scores issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Appendix B of this Schedule; and

1.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier and Key Sub-contractors satisfies the Financial Target Thresholds.

1.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within five Working Days of the occurrence of the downgrade).

1.3 The Supplier shall:

1.3.1 regularly monitor the credit ratings and/or scores of each entity in the FDE Group with the Rating Agencies;

1.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at paragraph 4.1 (where specified) and in any event, on a regular basis and no less than once a year within 120 days after the Accounting Reference Date; and

1.3.3 promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within ten Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

1.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provision of paragraph 2.1, and for the purposes of determining relief under paragraph **Error! Reference source not found.**, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:

1.4.1 any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or

1.4.2 a Rating Agency that is specified as holding a Credit Rating for an entity as set out at Appendix B of this Schedule ceases to hold a Credit Rating for that entity.

1.5 Each report submitted by the Supplier pursuant to paragraph 1.3.2 shall:

1.5.1 be a single report with separate sections for each of the FDE Group entities;

1.5.2 contain a sufficient level of information to enable the Authority to verify the calculations that have been made in respect of the Financial Indicators;

1.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;

1.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting

period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and

1.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Authority to easily analyse and assess the trends in financial performance.

## 2 Financial Distress Events

2.1 The following shall be Financial Distress Events:

2.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;

2.1.2 the Company Watch report (being the financial risk monitoring tool used by the Authority) monitored by the Authority for the Supplier falls below a score of 25 (or such other score as the Authority may reasonably determine);

2.1.3 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

2.1.4 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

2.1.5 an FDE Group entity committing a material breach of covenant to its lenders;

2.1.6 a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;

2.1.7 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 nine months after its accounting reference date without an explanation to the Authority which the Authority (acting reasonably) considers to be adequate;

2.1.8 any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Authority which the Authority, acting reasonably, considers to be adequate;

2.1.9 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;

2.1.10 any of the following:

(a) any FDE Group entity makes a public announcement which contains adverse 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;

(b) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5million or obligations under a service contract with a total contract value greater than £5million;

(c) non-payment by an FDE Group entity of any financial indebtedness;

(d) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;

(e) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or

(f) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract; and

2.1.11 any one of the Financial Indicators set out at paragraph 4 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

**3 Consequences of Financial Distress Events**

3.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in paragraphs 3.3 to 3.5.

3.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to paragraph 2.1.6, the Authority shall not exercise any of its rights or remedies under paragraph 3.3 without first giving the Supplier ten Working Days to:

3.2.1 rectify such late or non-payment; or

3.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

3.3 The Supplier shall (and shall procure that any Monitored Supplier and/or any relevant Key Sub-contractor shall):

3.3.1 at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and

3.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under paragraph 3.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

(a) submit to the Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within ten Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and

(b) to the extent that it is legally permitted to do so and subject to paragraph 3.7, provide such information relating to the Supplier, any Monitored Supplier and/or Key Sub-contractors as the Authority may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

3.4 The Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into

account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Authority within five Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is either:

3.4.1 approved by the Authority;

3.4.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Remediation Plan to be held within 28 days of the date of the notice; or

3.4.3 finally rejected by the Authority.

3.5 Following approval of the Financial Distress Remediation Plan by the Authority, the Supplier shall:

3.5.1 on a regular basis (which shall not be less than fortnightly):

(a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and

(b) provide a written report to the Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

3.5.2 where updates are made to the Financial Distress Remediation Plan in accordance with paragraph 3.5.1, submit an updated Financial Distress Remediation Plan to the Authority for its approval, and the provisions of paragraphs 3.4 and 3.5.1 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

3.5.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

3.6 Where the Supplier reasonably believes that the relevant Financial Distress Event under paragraph 3.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under paragraph 3.5.

3.7 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 3.3.2(b) is available when required and on request from the Authority and within reasonable timescales. Such measures may include:

3.7.1 obtaining in advance written authority from Key Sub-contractors and/or Monitored Suppliers authorising the disclosure of the information to the Authority and/or entering into confidentiality agreements which permit disclosure;

3.7.2 agreeing in advance with the Authority, Key Sub-contractors and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Authority;

3.7.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Authority (which may include making price sensitive information available to Authority nominated personnel through confidential arrangements, subject to their consent); and

3.7.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

## 4 Financial Indicators

4.1 Subject to the calculation methodology set out at Appendix C of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

| Financial Indicator | Calculation[1] | Financial Target Threshold: | Monitoring and Reporting Frequency |
|---|---|---|---|
| **1**<br><br>**Operating Margin** | Operating Margin = Operating Profit/Revenue | REDACTED s43 Sensitive Information | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date |
| **2**<br><br>**Net Debt to EBITDA Ratio** | Net Debt to EBITDA ratio = Net Debt/EBITDA | REDACTED s43 Sensitive Information | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date |
| **3**<br><br>**Net Interest Paid Cover** | Net Interest Paid Cover = Earnings Before Interest and Tax/Net Interest Paid | REDACTED s43 Sensitive Information | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant |

| Financial Indicator | Calculation[1] | Financial Target Threshold: | Monitoring and Reporting Frequency |
|---|---|---|---|
| | | | accounting reference date |
| **4**<br><br>**Acid Ratio** | Acid Ratio = (Current Assets – Inventories)/Current Liabilities | REDACTED s43 Sensitive Information | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date |
| **5**<br><br>**Net Asset value** | Net Asset Value = Net Assets | REDACTED s43 Sensitive Information | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date |
| **6**<br><br>**Turnover ratio** | Annual revenue/Expected annual contract value | REDACTED s43 Sensitive Information | Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date |

Key:[1] – See Appendix C of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

4.2 Monitored Suppliers

| **Monitored Supplier** | **Applicable Financial Indicators (these are the Financial Indicators from the table in paragraph 4.1 which are to apply to the Monitored Suppliers)** | |
|---|---|---|
| Thebigword Bsl Uk Limited - Brainworks Unit 4, Royds Close, Leeds, England, LS12 6LL | **Financial Indicator** | **High Risk Threshold** |
| | Turnover Ratio | REDACTED s43 Sensitive Information |
| | Operating profit Margin | REDACTED s43 Sensitive Information |
| | Net Debt to EBITDA Ratio | REDACTED s43 Sensitive Information |
| | Net Interest Paid Cover | REDACTED s43 Sensitive Information |
| | Acid Ratio | REDACTED s43 Sensitive Information |
| | Net Asset Value | REDACTED s43 Sensitive Information |

## 5 Termination Rights

5.1 The Authority shall be entitled to terminate this Contract under clause 30.1.2 (Termination by the Authority) if:

5.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with paragraph 1.3.3;

5.1.2 the Supplier fails to comply with any part of paragraph 3.3;

5.1.3 the Authority finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with paragraphs 3.4 to 3.5.1; and/or

5.1.4 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with paragraph 3.5.3.

## 6 Not Used

## 7 Board Confirmation

7.1 If this Contract has been specified as a Critical Service Contract under Schedule 26 (Service Continuity Plan) then, subject to paragraph 7.4 of this Schedule, the Supplier shall within 120 days after each Accounting Reference Date or within 15 months of the previous Board

Confirmation (whichever is the earlier) provide a Board Confirmation to the Authority in the form set out at Appendix D of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

7.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or

7.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

7.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.

7.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in paragraph 7.1 of this Schedule.

7.4 Where the Supplier is unable to provide a Board Confirmation in accordance with paragraphs 7.1 to 7.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Authority (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

## Appendix A

## Rating Agencies and their Standard Rating System

Rating Agency 1: Dun and Bradstreet

**1**: Minimal risk

**2**: Low risk

**3**: Average risk

**4**: Significant risk

**5**: Insufficient information

In the event that the Supplier or any Monitored Supplier obtains a Credit Rating from another Rating Agency they shall notify the Authority of the applicable Rating Agency and the relevant Credit Rating Level. The Authority may at its option accept the new Rating Agency and relevant Credit Rating Level and update the Credit Rating Level and Credit Rating Threshold in Appendix B (provided that the Credit Rating Threshold shall be the Credit Rating directly below the Credit Rating Level). The parties shall execute such documents as a reasonably required to give effect to this change in accordance with the Change Control Procedure.

**Appendix B**

**Credit Ratings and Credit Rating Thresholds**

| **Entity** | **Credit Rating (long term) (insert credit rating issued for the entity at the Effective Date)** | **Credit Rating Threshold (insert the actual rating (eg AA-) or the Credit Rating Level (eg Credit Rating Level 3)** |
|---|---|---|
| **Supplier** | Rating Agency 1 – Risk Indicator 1 | Rating Agency 1 – Risk Indicator 2 |

## Appendix C

## Calculation Methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

**General methodology**

1 Terminology: The terms referred to in this Appendix C are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).

2 Groups: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.

3 Foreign currency conversion: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.

4 Treatment of non-underlying items: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

**Specific Methodology**

| Financial Indicator | Specific Methodology |
|---|---|
| **1**<br><br>**Operating Margin** | The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.<br><br>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.<br><br>Where an entity has an operating loss (ie where the operating profit is negative), Operating Profit should be taken to be zero. |
| **2**<br><br>**Net Debt to EBITDA Ratio** | **Net Debt** = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents **EBITDA** = Operating profit + Depreciation charge + Amortisation charge<br><br>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.<br><br>Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.<br><br>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. |

| Financial Indicator | Specific Methodology |
|---|---|
| | Cash and cash equivalents should include short-term financial investments shown in current assets.<br><br>Where Net debt is negative (ie an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.<br><br>EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met). |
| **3**<br><br>**Net Interest Paid Cover** | Earnings Before Interest and Tax = Operating profit<br><br>**Net Interest Paid** = Interest paid – Interest received<br><br>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.<br><br>Interest received and interest paid should be shown on the face of the Cash Flow statement.<br><br>Where Net interest paid is negative (ie the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met. |
| **4**<br><br>**Acid Ratio** | All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements. |
| **5**<br><br>**Net Asset value** | Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (ie where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity). |
| **6**<br><br>**Turnover ratio** | Revenue should be shown on the face of the Income Statement. It should exclude the entity's share of the revenue of joint ventures or associates. |

## Appendix D

## Board Confirmation

**Supplier Name:**

**Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at paragraph 7 of Schedule 18 (Financial Distress) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

(a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or

(b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair ……

Signed ……

Date ……

Director……

Signed ……

Date ……

## Schedule 19

## Financial Reports and Audit Rights

## Part 1 – Financial Transparency Objectives and Open Book Data

### 1 Financial Transparency Objectives

1.1 The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

1.1.1 Understanding the Charges

(a) for the Authority to understand any payment sought from it by the Supplier including an analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Personnel in providing the Services and the Supplier Profit Margin;

(b) for both Parties to be able to understand the Financial Model and Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

(c) to facilitate the use of Guaranteed Maximum Price with Target Cost pricing mechanisms (where relevant as referred to in Schedule 15 (Charges and Invoicing);

1.1.2 Agreeing the impact of Change

(a) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;

(b) for both Parties to be able to review, address issues with and re forecast progress in relation to the provision of the Services;

1.1.3 Continuous improvement

(a) for the Parties to challenge each other with ideas for efficiency and improvements; and

(b) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the **Financial Transparency Objectives**).

### 2 Open Book Data

2.1 The Supplier acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.

2.2 During the Term, and for a period of seven years following the end of the Term, the Supplier shall:

2.2.1 maintain and retain the Open Book Data; and

2.2.2 disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

### 3 Onerous Contracts

3.1 If the Supplier publicly designates the Contract as an Onerous Contract (including where the Supplier has identified the Contract as such in any published accounts or public reports and

announcements), the Supplier shall promptly notify the Authority of the designation and shall prepare and deliver to the Authority within the timescales agreed by the Parties (an in any event, no later than two months following the publication of the designation) a draft Onerous Contract Report which includes the following:

3.1.1 an initial root cause analysis of the issues and circumstances which may have contributed to the Contract being designated as an Onerous Contract;

3.1.2 an initial risk analysis and impact assessment on the provision of the Services as a result of the Supplier's designation of the Contract as an Onerous Contract;

3.1.3 the measures which the Supplier intends to put in place to minimise and mitigate any adverse impact on the provision on the Services;

3.1.4 details of any other options which could be put in place to remove the designation of the Contract as an Onerous Contract and/or which could minimise and mitigate any adverse impact on the provision of the Services.

3.2 Following receipt of the Onerous Contract Report, the Authority shall review and comment on the report as soon as reasonably practicable and the Parties shall cooperate in good faith to agree the final form of the report, which shall be submitted to the Strategic Board, such final form report to be agreed no later than one month following the Authority's receipt of the draft Onerous Contract Report.

3.3 The Strategic Board shall meet within 14 Working Days of the final Onerous Contract Report being agreed by the Parties to discuss the contents of the report; and the Parties shall procure the attendance at the meeting of any key participants where reasonably required (including the Cabinet Office Markets and Suppliers team where the Supplier is a Strategic Supplier; representatives from any Key Sub-contractors/Monitored Suppliers; and the project's senior responsible officers (or equivalent) for each Party).

3.4 The Supplier acknowledges and agrees that the report is submitted to the Authority and Strategic Board on an information only basis and the Authority and Strategic Board's receipt of and comments in relation to the report shall not be deemed to be an acceptance or rejection of the report nor shall it relieve the Supplier of any liability under this Contract. Any Changes to be agreed by the Parties pursuant to the report shall be subject to the Change Control Procedure.

## Part 2 – Financial Reports

### 1 Provision of the Financial Reports

1.1 The Supplier shall provide:

1.1.1 the Contract Inception Report on or before the Effective Date; and

1.1.2 during the Term the following financial reports to the Authority, in the frequency specified below:

| Financial Report | When to be provided |
|---|---|
| Contract Amendment Report | Within one month of a Material Change being agreed between the Supplier and the Authority |
| Quarterly Contract Report | Within one month of the end of each Quarter |
| Annual Contract Report | Within one month of the end of the Contract Year to which that report relates |
| Final Reconciliation Report | Within six months after the end of the Term |

1.2 The Supplier shall provide to the Authority the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Effective Date for the purposes of this Contract. The Authority shall be entitled to modify the template for any Financial Report by giving written notice to the Supplier, including a copy of the updated template.

1.3 A copy of each Financial Report shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

1.4 Each Financial Report shall:

1.4.1 be completed by the Supplier using reasonable skill and care;

1.4.2 incorporate and use the same defined terms as are used in this Contract;

1.4.3 quote all monetary values in pounds sterling;

1.4.4 quote all Costs as exclusive of any VAT; and

1.4.5 quote all Costs and Charges based on current prices.

1.5 Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:

1.5.1 being accurate and not misleading;

1.5.2 having been prepared in conformity with generally accepted accounting principles within the United Kingdom;

1.5.3 being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and

1.5.4 compliant with the requirements of paragraph 1.6.

1.6 The Supplier shall:

1.6.1 prepare each Financial Report using the same methodology as that used for the Contract Inception Report;

1.6.2 to the extent permitted by Law, ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;

1.6.3 to the extent permitted by Law, ensure that the Final Reconciliation Report is a true and fair reflection of the Costs; and

1.6.4 not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

1.7 During the Term, and for a period of 18 months following the end of the Term, the Supplier shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Financial Reports and/or Open Book Data.

1.8 If the Supplier becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:

1.8.1 the Costs incurred (or those forecast to be incurred) by the Supplier; and/or

1.8.2 the forecast Charges for the remainder of the Term,

the Supplier shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this paragraph 1.8 shall not have the effect of amending any provisions of this Contract.

## 2 Financial Model

2.1 Following the delivery by the Supplier of each Annual Contract Report and any Contract Amendment Report:

2.1.1 the Parties shall meet to discuss its contents within ten Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting;

2.1.2 the Supplier shall make appropriate Supplier Personnel and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such variations (with reference to supporting evidence) to the satisfaction of the Authority; and

2.1.3 the Authority shall either within ten Working Days of the meeting referred to in paragraph 2.1.1 notify the Supplier that:

(a) the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Supplier shall make any necessary modifications to the Financial Report and/or supply the Authority with such supporting evidence as is required to address the Authority's concerns within ten Working Days of such notification and the Authority shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or

(b) the Authority has approved the relevant Financial Report.

2.2 Following approval by the Authority of the relevant Financial Report in accordance with paragraph 2.1.3, that version shall become, with effect from the date of such approval, the

current approved version of the Financial Model for the purposes of this Contract, a version of which shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

2.3 If the Parties are unable to reach agreement on any Financial Report within 30 Working Days of its receipt by the Authority, the matter shall be referred for determination in accordance with Schedule 23 (Dispute Resolution Procedure).

## 3 Discussion of Quarterly Contract Reports and Final Reconciliation Report

3.1 Following the delivery by the Supplier of each Quarterly Contract Report, the Parties shall meet to discuss its contents within ten Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

3.2 Following the delivery by the Supplier of the Final Reconciliation Report, the Parties shall meet to discuss its contents within ten Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

## 4 Key Sub-contractors

4.1 The Supplier shall, if requested by the Authority, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.

4.2 Without prejudice to paragraph 1.1 of Part 3, the Supplier shall:

4.2.1 be responsible for auditing the financial models/reports of its Key Sub-contractors and for any associated costs and expenses incurred or forecast to be incurred; and

4.2.2 on written request by the Authority, provide the Authority or procure that the Authority is provided with:

(a) full copies of audit reports for the Key Sub-contractors. The Authority shall be entitled to rely on such audit reports; and

(b) further explanation of, and supporting information in relation to, any audit reports provided.

## Part 3 – Audit Rights

### 1 Audit Rights

1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Contract, including for the following purposes:

1.1.1 to verify the integrity and content of any Financial Report;

1.1.2 to verify the accuracy of the Charges and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Charges and payments);

1.1.3 to verify the Costs (including the amounts paid to all Sub-contractors and any third party suppliers);

1.1.4 to verify the Certificate of Costs and/or the Open Book Data;

1.1.5 to verify the Supplier's and each Key Sub-contractor's compliance with this Contract and applicable Law;

1.1.6 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

1.1.7 to identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Key Sub-contractors or their ability to perform the Services;

1.1.8 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

1.1.9 to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;

1.1.10 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;

1.1.11 to enable 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 Authority has used its resources;

1.1.12 to verify the accuracy and completeness of any Management Information delivered or required by this Contract;

1.1.13 to review any Performance Monitoring Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;

1.1.14 to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);

1.1.15 to review the accuracy and completeness of the Exit Registers;

1.1.16 to review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

1.1.17 to review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);

1.1.18 to review the Supplier's compliance with the Standards;

1.1.19 to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or

1.1.20 to review the integrity, confidentiality and security of the Government Data.

1.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Authority may not conduct an audit of the Supplier or of the same Key Sub-contractor more than twice in any Contract Year.

1.3 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.

## 2 Conduct of Audits

2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

2.2 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

2.2.1 all information requested by the Authority within the permitted scope of the audit;

2.2.2 reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

2.2.3 access to the Supplier System; and

2.2.4 access to Supplier Personnel.

2.3 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance with the Performance Indicators.

2.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

## 3 Use of Supplier's Internal Audit Team

3.1 As an alternative to the Authority's right pursuant to paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in paragraph 1.1.

3.2 Following the receipt of a request from the Authority under paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable, and that the Authority has unfettered access to:

3.2.1 the resultant audit reports; and

3.2.2 all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.

## 4 Response to Audits

4.1 If an audit undertaken pursuant to paragraphs 1 or 3 identifies that:

4.1.1 the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;

4.1.2 there is an error in a Financial Report, the Supplier shall promptly rectify the error;

4.1.3 the Authority has overpaid any Charges, the Supplier shall pay to the Authority:

(a) the amount overpaid;

(b) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Supplier; and

(c) the reasonable costs incurred by the Authority in undertaking the audit,

the Authority may exercise its right to deduct such amount from the Charges if it prefers; and

4.1.4 the Authority has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Authority.

## Schedule 20

## NOT USED

## Schedule 21

## Governance

### 1 Management of the services

1.1 The Supplier and the Authority shall each appoint a Contract Manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day.

1.2 Both 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 Boards

**Establishment and structure of the Boards**

2.1 The Boards shall be established by the Authority for the purposes of this Contract on which both the Supplier and the Authority shall be represented.

2.2 In relation to each Board, the:

2.2.1 Authority Board Members;

2.2.2 Supplier Board Members;

2.2.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);

2.2.4 location of the Board's meetings – Face to Face or Virtual (travel and subsistence costs will not be covered by the Authority);

2.2.5 planned start date by which the Board shall be established;

2.2.6 purpose;

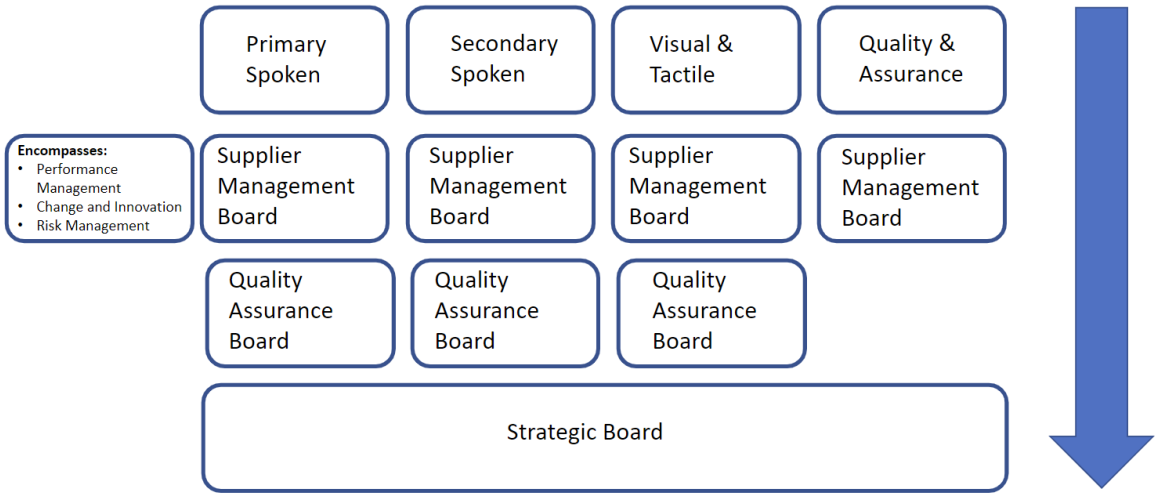
2.2.7 standing agenda;

2.2.8 input and output; and

2.2.9 pre-meeting report.

2.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change in accordance with the Change Control Procedure in Schedule 22 (Change Control Procedure) for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

**Board meetings**




2.4 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:

2.4.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

2.4.2 that they are debriefed by such delegate after the Board Meeting.

2.5 A chairperson shall be appointed by the Authority for each Board as identified in Appendix A The chairperson shall be responsible for:

2.5.1 scheduling Board meetings;

2.5.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;

2.5.3 chairing the Board meetings;

2.5.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;

2.5.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and

2.5.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

2.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.

2.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

## 3 Role of the Strategic Board

3.1 The Strategic Board shall:

3.1.1 provide senior level guidance, leadership and strategy for the overall delivery of the Services;

3.1.2 be the point of escalation from the Quality Assurance Board and Supplier Management Board; and

3.1.3 carry out the specific obligations attributed to it in paragraph 3.2.

3.2 The Strategic Board shall:

3.2.1 ensure that this Contract is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier;

3.2.2 receive and review reports from the Quality Assurance Board and Supplier Management Board, and review reports on technology, services and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;

3.2.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;

3.2.4 authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and

3.2.5 provide guidance and authorisation to the Quality Assurance Board and Supplier Management Board on relevant Changes.

## 4 Role of the Quality Assurance Board

4.1 The Quality Assurance Board Shall:

4.1.1 be accountable to the Strategic Board with the purpose of supporting the delivery of the quality and assurance function provided across the Language Providers;

4.1.2 carry out the specific obligations attributed to it in paragraph 4.2.

4.2 The Quality Assurance Board shall:

4.2.1 provide assurance that solutions are being developed to support the delivery of the quality and assurance service, and that these solutions are appropriately monitored and implemented to improve delivery where necessary;

4.2.2 to resolve quality issues collaboratively;

4.2.3 to strengthen and improve existing processes to improve the quality of the pool of Interpreters;

4.2.4 to provide an open forum of discussion for new proposals and to support and develop the implementation of these proposals; and

4.2.5 share ideas and best practice to drive continuous improvement among the suppliers.

## 5 Role of the Supplier Management Board

5.1 The Supplier Management Board shall:

5.1.1 encompass, monitor and consider performance management, risk management and change and innovation management;

5.1.2 be accountable to the Strategic Board and shall escalate changes which will have a significant impact on the Services as per specific obligations attributed to it in paragraph 5.2 to 5.5.

5.2 The Supplier Management Board shall:

5.2.1 be responsible for the executive management of the Services and shall:

(a) be accountable to the Strategic Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;

(b) report to the Strategic Board on significant issues requiring decision and resolution by the Strategic Board;

5.2.2 receive reports from the Suppliers Contract Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and possible future developments;

5.2.3 review and report to the Strategic Board on service management, co-ordination of individual projects and any integration issues;

5.2.4 consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary, escalate the Dispute to the Strategic Board; and

5.2.5 develop operational/supplier relationships and develop and propose a relationship development strategy and ensure the implementation of the same.

5.3 The performance management part of the Supplier Management Board shall review the provision of the Services to ensure that they are being supplied in accordance with the Contract:

5.3.1 review the performance of the Supplier against the KPIs, SPIs, MI Data and Commissioning Bodies' feedback;

5.3.2 review the Supplier's performance also against criteria such as Good Industry Practice, proactive, guiding, leading;

5.3.3 review opportunities to improve the Services so to make more efficient and effective, resilient and reliable;

5.3.4 discuss and agree a procedure to deal with any external factors impacting the Services in any material respect;

5.3.5 review and attempt to resolve any issue the Authority may have in relation to the Services; and

5.3.6 review and attempt to resolve any operational issues in relation to the Services escalated by the other Commissioning Bodies and shall Escalate any Material KPI Failure, Notifiable KPI Failure, Material SPI Failure or Notifiable SPI Failure to the Strategic Board;

5.3.7 shall escalate any Critical Performance Failures to the Strategic Board that have not been rectified at this Board.

5.4 The risk management part of the Supplier Management Board shall identify and manage risks relating to the performance of the Services:

5.4.1 provide assurance to the Strategic Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Strategic Board on a monthly basis;

5.4.2 monitor and identify risks/or issues in relation to the service to be reported to the Strategic Board via the regular risk reports;

5.4.3 subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;

5.4.4 ratify or refuse requests to close risks on the Risk Register;

5.4.5 identify and manage risks relating to or arising out of the performance of the Services and provisional owners of these risks; and

5.4.6 monitor and control project plans.

5.5 The change and innovation management part of the Supplier Management Board shall:

5.5.1 be accountable for oversight of the technology used in the Supplier Solution and ensuring that technological choices are made to maximise the long term value of the Supplier Solution as a business process of the Authority and shall assess the impact and approve or reject all Change Requests;

5.5.2 provide recommendations, seek guidance and authorisation from the Strategic Board as required;

5.5.3 analyse and record the impact of all Changes, specifically whether the proposed Change:

(a) has an impact on other areas or aspects of this Contract and/or other documentation relating to the Services;

(b) has an impact on the ability of the Authority to meet its agreed business needs within agreed timescales;

(c) will raise any risks or issues relating to the proposed Change; and

(d) will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;

5.5.4 approve or reject (close) all proposed Changes;

5.5.5 shall ensure a proactive approach is taken by the Supplier for Digital and AI solutions.

5.5.6 monitor developments in new technology and reporting on their potential benefit to the Services;

5.5.7 ensure compliance with the Standards;

5.5.8 grant dispensations for variations from such compliance where appropriate; and

5.5.9 provide advice, guidance and information on technical issues.

5.6 The Risk Register shall be updated by the Supplier and submitted for review by the Supplier Management Board.

## 6 Supplier Management Board Annual review

6.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.

6.2 The meetings shall be attended by the below individuals from the Supplier and Authority and any other persons considered by the Authority necessary for the review:

| | |
|---|---|
| Authority | • Senior Business Owner and Senior Head of Intelligent Client<br>• Head of Contracted Services<br>• Head of Commercial and Contract Management<br>• Senior Commercial and Contract Manager<br>• Commissioning Body representatives<br>• Supplier Representatives |
| Supplier | • CEO<br>• Chief Operating Officer<br>• Customer Success Director |

## Appendix A

## Representation and Structure of Boards

### Strategic Board

| | |
|---|---|
| Strategic Board – Authority | • Chairperson<br>• Senior Business Owner<br>• Senior Head of Intelligent Client<br>• Head of Contracted Services<br>• Head of Commercial and Contract Management<br>• Senior Commercial and Contract Manager<br>• Commissioning Body representatives<br>• Supplier Representatives |
| Strategic Board – Suppliers | • Chief Operating Officer<br>• Customer Success Director<br>• Global Operations Director<br>• Head of Supply Chain<br>• Head of Product & Technology<br>• Finance Director |
| Purpose | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Standing Agenda | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Inputs | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Outputs | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Pre-meeting Reports | To be confirmed by the Authority from time to time |
| Start date for Strategic Board meetings | To be confirmed |

| | |
|---|---|
| Frequency of Strategic Board meetings | Quarterly |
| Location of Strategic Board meetings | To be confirmed. |

**Quality Assurance Board**

| | |
|---|---|
| Authority Members for Quality Assurance Board | • Head of Contracted Services<br>• Senior Contract Manager<br>• Commercial and Contract Management representative<br>• Language Service Supplier representatives<br>• Quality & Assurance<br>• Supplier representative |
| Supplier | • Customer Success Director<br>• Global Operations Director<br>• Quality Manager<br>• Head of Supply Chain<br>• Contract Manager<br>Head of Legal Services |
| Quality and Assurance Supplier | [●Lead] [●Chairperson] |
| Purpose | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Standing Agenda | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Inputs | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Outputs | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Pre-meeting Reports | To be confirmed by the Authority from time to time |
| Start Date for Risk Quality Assurance Board meetings | To be confirmed |

| | |
|---|---|
| Frequency of Risk Quality Assurance meetings | Quarterly |
| Location of Risk Quality Assurance meetings | To be confirmed |

**Supplier Management Board**

| | |
|---|---|
| Authority Members of Supplier Management Board | • Head of Contracted Services<br>• Senior Contract Manager<br>• Supplier Lead<br>• Commercial and Contract Management representative<br>• Commissioning Body leads<br>• Finance (as required)<br>• Legal (as required) |
| Supplier Members of Supplier Management Board | • Head of Supply Chain<br>• Global Operations Director<br>• Customer Success Director<br>• Contract Manager<br>• Head of Legal Services |
| Purpose | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Standing Agenda | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Inputs | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Outputs | To be developed between the parties during the Implementation Period and thereafter from time to time |
| Pre-Meeting Reports | To be confirmed by the Authority from time to time |
| Start Date for Supplier Management Board meetings | To be confirmed |

| | |
|---|---|
| Frequency of Supplier Management Board meetings | Monthly |
| Location of Supplier Management Board meetings | To be confirmed |

## Schedule 22

## Change Control Procedure

### 1 General principles of Change Control Procedure

1.1 This Schedule sets out the procedure for dealing with Changes.

1.2 Operational Changes shall be processed in accordance with paragraph 8. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.

1.3 The Parties shall deal with Contract Change as follows:

1.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 3;

1.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with paragraph 4 before the Contract Change can be either approved or implemented;

1.3.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 5;

1.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in paragraph 6.1;

1.3.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with paragraph 5.2; and

1.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with paragraph 7.

1.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall agree reasonable testing requirements and test acceptance criteria as part of the Contract Change, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify such testing requirements, test acceptance criteria, Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change.

1.5 Until a Change Authorisation Note has been signed and issued in accordance with paragraph 5.2, then:

1.5.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and

1.5.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

1.6 Unless the Authority directs otherwise, the Supplier shall:

1.6.1 within ten Working Days of the final signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

1.6.2 thereafter provide to the Authority such further copies of the updated Contract as the Authority may from time to time request.

## 2 Costs

2.1 Subject to paragraph 2.3:

2.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and

2.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Supplier.

2.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates, or day costs (as applicable, if any) set out in Schedule 15 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

2.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

## 3 Change Request

3.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Appendix A and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

3.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten Working Days of the date of issuing the Change Request.

3.3 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate (**Impact Assessment Estimate**) of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

3.4 If the Authority accepts an Impact Assessment Estimate, then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

3.4.1 the nature of the request for clarification; and

3.4.2 the reasonable justification for the request,

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

## 4 Impact Assessment

4.1 Each Impact Assessment shall be completed in good faith and shall include:

4.1.1 details of the proposed Contract Change including the reason for the Contract Change; and

4.1.2 details of the impact of the proposed Contract Change on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Contract;

4.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:

(a) Schedule 2 (Services Description), the Performance Indicators and/or the Target Performance Levels;

(b) the format of Government Data, as set out in Schedule 2 (Services Description);

(c) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;

(d) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;

4.1.4 details of the cost of implementing the proposed Contract Change;

4.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

4.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;

4.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and

4.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.

4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the UK, in the event of the Personal Data being subject to UK GDPR, or the EU, in the event of the Personal Data being subject to EU GDPR, the preparation of the Impact Assessment shall also be subject to clause 21 (Protection of Personal Data).

4.3 Subject to the provisions of paragraph 4.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with paragraph 5 within 15 Working Days of receiving the Impact Assessment, it.

4.4 If the Authority receives a proposed Contract Change from the Supplier and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this paragraph 4.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

4.5 The calculation of costs for the purposes of paragraphs 4.1.4 and 4.1.5 shall:

4.5.1 be based on the Financial Model;

4.5.2 facilitate the Financial Transparency Objectives;

4.5.3 include estimated volumes of each type of resource to be employed and the applicable rate card;

4.5.4 include full disclosure of any assumptions underlying such Impact Assessment;

4.5.5 include evidence of the cost of any assets required for the Change; and

4.5.6 include details of any new Sub-contracts necessary to accomplish the Change.

**5 Authority's right of approval**

5.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within ten Working Days of receiving the further information that it may request pursuant to paragraph 4.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 5.2;

5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

5.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five Working Days of such request. Subject to paragraph 4.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten Working Days.

5.2 If the Authority approves the proposed Contract Change pursuant to paragraph 5.1 and it has not been rejected by the Supplier in accordance with paragraph 5.3, then it shall inform the Supplier and, unless otherwise directed by the Authority, the Supplier shall be the Drafting Party. Following receipt by the Receiving Party of the Change Authorisation Note, it shall sign both copies and return one copy to the Drafting Party. Unless otherwise specified, on the Receiving Party's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.

5.3 If the Receiving Party does not sign the Change Authorisation Note within ten Working Days of receipt, then the Drafting Party shall have the right to notify the Receiving Party and if the Receiving Party does not sign the Change Authorisation Note within five Working Days of such notification, then the Drafting Party may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

## 6 Supplier's right of approval

6.1 Following an Impact Assessment, if:

6.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

(a) materially and adversely affect the risks to the health and safety of any person; and/or

(b) require the Services to be performed in a way that infringes any Law; and/or

6.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor Schedule 2 (Services Description) state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to paragraph 3.3 and 4.

## 7 Fast-Track Changes

7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

7.2 If:

7.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed four in any 12 month period; and

7.2.2 both Parties agree the value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed £10,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably), or

7.2.3 any Contract Change expressed in any other schedule of this Contract as being subject to the Fast-Track Change process.

then the Parties shall confirm to each other in writing that they shall use the process set out in paragraphs 3, 4, 5 and 5.3 but with reduced timescales, such that any period of 15 Working Days is reduced to five Working Days, any period of ten Working Days is reduced to two Working Days and any period of five Working Days is reduced to one Working Day.

7.3 The Parties may agree in writing to revise the parameters set out in paragraph 7.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed four in a 12 month period.

## 8 Operational Change Procedure

8.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

8.1.1 have an impact on the business of the Authority;

8.1.2 require a change to this Contract;

8.1.3 have a direct impact on use of the Services; or

8.1.4 involve the Authority in paying any additional Charges or other costs.

8.2 The Authority may request an Operational Change by submitting a written request for Operational Change (**RFOC**) to the Supplier Representative.

8.3 The RFOC shall include the following details:

8.3.1 the proposed Operational Change; and

8.3.2 the time-scale for completion of the Operational Change.

8.4 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

8.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC and shall promptly notify the Authority when the Operational Change is completed.

## 9 Communications

For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of clause 41 (Notices) shall apply to a Change Communication as if it were a notice.

## Appendix A

## Change Request Form

| | | |
|---|---|---|
| CR Number: | Title: | Type of change: |
| Contract: | Required by date: | |
| Action: | Name: | Date: |
| Raised by: | | |
| Area(s) impacted (optional field): | | |
| Assigned for impact assessment by: | | |
| Assigned for impact assessment to: | | |
| Supplier reference number: | | |
| Full description of requested contract change (including proposed changes to the wording of the contract): | | |
| Details of any proposed alternative scenarios: | | |
| Reasons for and benefits and disadvantages of requested contract change: | | |
| Signature of requesting change owner: | | |
| Date of request: | | |

**Appendix B**

**Change Authorisation Note**

| CR Number: | Title: | Type of change: |
|---|---|---|
| Contract: | Type of change: | Required by date: |
| [●Key milestone date: [●if any] ]<br><br>[●Test or test acceptance criteria: [●if any] ] | | |
| Detailed description of contract change for which impact assessment is being prepared and wording of related changes to the contract: | | |
| Proposed adjustment to the charges resulting from the contract change: | | |
| Details of proposed one-off additional charges and means for determining these (eg fixed price basis): | | |

| Signed on behalf of the authority: | Signed on behalf of the supplier: |
|---|---|
| Signature:_____ | Signature:_____ |
| Name:_____ | Name:_____ |
| Position:_____ | Position:_____ |
| Date:_____ | Date:_____ |

## Schedule 23

## Dispute Resolution Procedure

### 1 Dispute Notices

1.1 If a Dispute arises then:

1.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

1.1.2 if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

1.2 A Dispute Notice:

1.2.1 shall set out:

(a) the material particulars of the Dispute;

(b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

1.2.2 may specify in accordance with the requirements of paragraphs 8.2 and 8.3 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case paragraph 1.3 shall apply.

1.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to paragraph 1.2.2, then:

1.3.1 if it is served by the Authority, it shall be treated as a Multi-Party Procedure Initiation Notice; and

1.3.2 if it is served by the Supplier, it shall be treated as a Supplier Request,

and in each case the provisions of paragraph 8 shall apply.

1.4 Subject to paragraphs 1.5 and 2.2 and so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

1.4.1 first by commercial negotiation (as prescribed in paragraph 3);

1.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in paragraph 4); and

1.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with clause 43 (Governing Law and Jurisdiction)).

1.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5.1.

1.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under paragraph 7 (Urgent relief).

## 2 Expedited Dispute Timetable

2.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

2.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of paragraph 2.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:

2.2.1 in paragraph 3.2.3, ten Working Days;

2.2.2 in paragraph 4.2, ten Working Days;

2.2.3 in paragraph 5.2, five Working Days; and

2.2.4 in paragraph 6.2, ten Working Days.

2.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than five Working Days before the end of the period of time specified in the applicable paragraphs (or two Working Days in the case of paragraph 5.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

## 3 Commercial negotiation

3.1 Following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Authority's Commercial Manager and the Supplier's Customer Success Director.

3.2 If:

3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;

3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this paragraph 3; or

3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 within 30 Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with paragraph 4 (a **Mediation Notice**).

## 4 Mediation

4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

4.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.

4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

**5 Expert Determination**

5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with paragraph 3 or, if applicable, mediation in accordance with paragraph 4, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.

5.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten Working Days of the relevant request made pursuant to paragraph 5.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:

5.2.1 if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);

5.2.2 if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or

5.2.3 if the Dispute relates to a matter of a technical nature not falling within paragraphs 5.2.1 or 5.2.2, on the instructions of the president (or equivalent) of:

(a) an appropriate body agreed between the Parties; or

(b) if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to paragraph 5.1, such body as may be specified by the President of the Law Society on application by either Party.

5.3 The Expert shall act on the following basis:

5.3.1 they shall act as an expert and not as an arbitrator and shall act fairly and impartially;

5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;

5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within 20 Working Days of the Expert's determination being notified to the Parties;

5.3.5 the process shall be conducted in private and shall be confidential; and

5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

## 6 Arbitration

6.1 Subject to compliance with its obligations under paragraph 3.1 and to the provisions of paragraph 6, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.5.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have 15 Working Days following receipt of such notice to serve a reply (a **Counter Notice**) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.

6.3 If the Authority serves a Counter Notice, then:

6.3.1 if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.5 shall apply; or

6.3.2 if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.

6.4 If the Authority does not serve a Counter Notice within the 15 Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

6.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.4:

6.5.1 the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (**LCIA**) (subject to paragraphs 6.5.5, 6.5.6 and 6.5.7);

6.5.2 the arbitration shall be administered by the LCIA;

6.5.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.5.4 if the Parties fail to agree the appointment of the arbitrator within ten Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.5.5 the chair of the arbitral tribunal shall be British;

6.5.6 the arbitration proceedings shall take place in London and in the English language; and

6.5.7 the seat of the arbitration shall be London.

## 7 Urgent relief

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 1.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

## 8 Multi-Party Disputes

8.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this paragraph 8 (the **Multi-Party Dispute Resolution Procedure**).

8.2 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a **Multi-Party Procedure Initiation Notice**.

8.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with paragraphs 5 and 6, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.

8.4 The Authority shall (acting reasonably) consider each Supplier Request and shall determine within five Working Days whether the Dispute is:

8.4.1 a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

8.4.2 not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with paragraphs 2 to 7.

8.5 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

8.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the **Multi-Party Dispute Resolution Board**) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

8.6.1 the Authority;

8.6.2 the Supplier;

8.6.3 each Related Third Party involved in the Multi-Party Dispute; and

8.6.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,

(together **Multi-Party Dispute Representatives**).

8.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

8.7.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

8.7.2 the Multi-Party Dispute Resolution Board shall first meet within ten Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

8.7.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

8.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

8.8.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case paragraph 4 shall apply;

8.8.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case paragraph 5 shall apply; and/or

8.8.3 subject to paragraph 8.9, paragraph 6 shall apply to the Multi-Party Dispute,

and in each case references to the **Supplier** or the **Parties** in such provisions shall include a reference to all Related Third Parties.

8.9 If a Multi-Party Dispute is referred to arbitration in accordance with paragraph 6 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-contractor, by the Supplier.

## Schedule 24

## Reports and Records Provisions

### 1 Transparency Reports

1.1 Within three (3) months of the Effective Date the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) draft reports in accordance with Appendix A (once approved, the **Transparency Reports**).

1.2 If the Authority rejects any draft Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Authority 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 Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included.

1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Appendix A.

1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.

1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Contract.

### 2 Other Reports

2.1 The Authority may require any or all of the following reports:

2.1.1 delay reports;

2.1.2 reports relating to Testing and tests carried out under Schedule 5 (Security Requirements) and Schedule 26 (Service Continuity Plan);

2.1.3 reports which the Supplier is required to supply as part of the Management Information in accordance with Appendix F;

2.1.4 annual reports on the Insurances;

2.1.5 security reports; and

2.1.6 Force Majeure Event reports.

### 3 Records

3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in paragraph 1 and Appendix A (together **Records**):

3.1.1 in accordance with the requirements of The National Archives and Good Industry Practice;

3.1.2 in chronological order;

3.1.3 in a form that is capable of audit; and

3.1.4 at its own expense.

3.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.

3.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.

3.4 The Supplier shall, during the Term and a period of at least seven years following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.

3.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least seven years after the expiry or termination of this Contract.

3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:

3.6.1 as soon as they are available, and in any event within 60 Working Days after the end of the first six months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such six month period; and

3.6.2 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

3.7 Wherever practicable, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.

3.8 The Supplier shall comply with the Authority's reasonable instructions in respect of the retention of Records and accounts under this Contract including that set out in Appendix E and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such changes at no additional cost to the Authority or any other Commissioning Body.

3.9 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Commissioning Body to whom the information or records belong.

3.10 The Supplier agrees the Authority may, at its discretion, amend the Retention Periods from time to time upon written notice to the Supplier and without the need to refer the matter to the Change Control Procedure. The Supplier agrees to effect such change at no additional cost to the Authority or any other Commissioning Body.

## 4 Virtual Library

4.1 The Supplier shall, no later than eight (8) weeks prior to the Operational Service Commencement Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Contract available in accordance with the requirements outlined in this Schedule.

4.2 The Supplier shall ensure that the Virtual Library is:

4.2.1 capable of holding and allowing access to the information described in Appendix C of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;

4.2.2 structured so that each document uploaded has a unique identifier which is automatically assigned;

4.2.3 readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,

4.2.4 structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);

4.2.5 structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Schedule 5 (Security Requirements);

4.2.6 created and based on open standards in Schedule 4 (Standards); and

4.2.7 backed up on a secure off-site system.

4.3 For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitute Project Specific IPR which shall be assigned to the Authority.

4.4 The Supplier shall upload complete and accurate information specified in Appendix C by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with paragraph 4.1) onto Virtual Library in the format specified.

4.5 Upon any document being uploaded to the Virtual Library, and where the Authority has been granted Access Permission to that document, the Supplier shall email on the same date as the upload, a copy of the document to the nominated Authority email address at:

*contracts_and_perf@justice.gov.uk*

4.6 Except for notices under clause 41.4 or items covered by clause 41.6, where the Supplier is under an obligation to provide information to the Authority in a provision under this Contract, then the Supplier's upload of that information onto the Virtual Library shall satisfy the Supplier's obligation to provide the Authority with that information provided that the Authority has access in accordance with this paragraph 4 and the uploaded information meets the requirements more particularly specified in the relevant provision.

4.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Appendix C shall not take precedence over any other obligation to provide information in this Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.

4.8 The Supplier shall provide each specified person (as set out in column 6 of the table at Appendix C) access to view and download the specified information in the Virtual Library in Appendix C subject upon the occurrence of the event specified in the column marked Access Permission in Appendix C to this Schedule.

4.9 Where Access Permission is not listed (in column 6 of the table at Appendix C) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in column 6 of the table at Appendix C) from the Initial Upload Date.

4.10 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:

4.10.1 be entitled to access, view and download information specified in Appendix C subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under paragraph 4.10.2 of this Schedule); and

4.10.2 report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.

4.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified in Appendix C. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.

4.12 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.

4.13 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an Update Requirement specified in Appendix C.

4.14 In the event of a conflict between any requirement in this Contract (excluding Appendix C) for the Supplier to provide information to the Authority and the requirements set out in Appendix C of this Schedule, the requirement elsewhere in this Contract shall prevail.

4.15 The Supplier shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.

4.16 No later than one (1) Month prior to the Operational Service Commencement Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.

4.17 On request by the Authority the Supplier shall provide the Authority's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.

4.18 For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

## Appendix A

## Transparency Reports

| Title | Content | Format | Frequency |
|---|---|---|---|
| Publishable Performance Information | Percentage performance feedback against KPIs and explanatory commentary | To be determined by the Authority | Monthly/Quarterly |
| The Contract | The content of this Contract | Reasonably redacted by the Authority | At contract signature and following any significant changes as per PPN 01/17 |

## Appendix B

## Records to be Kept by the Supplier

The records to be kept by the Supplier are:

| Record | Description |
|---|---|
| Contract | This Contract and all amendments to it.<br><br>All other documents which this Contract expressly requires to be prepared.<br><br>Notices, reports and other documentation submitted by any Expert and/or in accordance with this Contract. |
| Supplier's Personnel | Save in respect of Interpreters, a list of all job titles, job descriptions and responsibilities assigned to the Personnel (including Personnel of any Sub-contractor), including whether such Personnel are engaged on a full-time or part-time basis.<br><br>Information that will enable the Authority, or such Other Supplier on its behalf, to accurately maintain the Register. |
| Supplier's Key Personnel | Records relating to the appointment and succession of the Key Personnel. |
| Sub-contracts | A list of all Sub-contracts it has entered into in respect of this Contract, including details as to the rights to terminate, assign (including whether the Sub-contract may be freely assigned to the Authority) and novate the Sub-contract, potentially price-affecting terms and any other information reasonably required to understand the nature, scope and purpose of such Sub-contracts and any potential risks to business continuity. |
| Assets and Intellectual Property | A register which shall detail all Supplier Assets (including Intellectual Property Rights) used or created by the Supplier and/or its Personnel during the provision of the Services and:<br><br>(a) where the item or rights referred to belong or are subject to the rights of a third party then:<br><br>(b) the identity of such third party;<br><br>(c) details of the third party's rights;<br><br>(i) details of the terms upon which the item or right has been made available to the Supplier (a copy of which may be disclosed to the Authority upon request); and<br><br>(ii) any other information with the Authority should be made aware of in respect of such rights.<br><br>(d) and where the Supplier Asset is or comprises software, whether: |

| | |
|---|---|
| | (i) it is commercially available (from the Supplier or a third party);<br><br>(ii) not commercially available, but developed by the Supplier or a third party specifically for use in the Services; or<br><br>(iii) not commercially available and not developed by the Supplier or a third party specifically for use in the Services.<br><br>An inventory of all Commissioning Body Materials and Deliverables that are in the Supplier's possession and/or under its control (or that of its Personnel). |
| Premises | A list of Supplier's premises used in the delivery of the Services and the premises of its Sub-contractors who perform Services on behalf of the Supplier, including:<br><br>(a) the address of the premises;<br><br>(b) a brief description of the location;<br><br>(c) the nature of the premises used in connection with the Services;<br><br>(d) the Services carried out at the location; and<br><br>(e) the hours of operation. |
| Processes | Details of all processes and procedures (manually and electronically managed) used in connection with the performance and delivery of the Services, including all recordings.<br><br>Details of the data structures in which the Commissioning Body Data is stored and processed. |
| Performance | All performance statistics and details of any performance issues and complaints relating to the Services. |
| Operational Service Manuals | All operational manuals prepared by the Supplier for the purpose of the provision of the Services and the underlying IT environment and Supplier equipment. |
| Training | Details of all training materials used in connection with the performance and delivery of the Services. |
| Certification | All certificates, licences, registrations and warranties in each case obtained by the Supplier in relation to the provision of the Services. |
| Change Control Procedure Documentation | Documents submitted by the Supplier pursuant to the Change Control Procedure.<br><br>Evidence of all Contract Changes approved in accordance with the Change Control Procedure. |

| | |
|---|---|
| Dispute Resolution | Documents submitted by the Supplier following invocation of the Dispute Resolution Procedure by either Party. |
| Disposal Records | Documents that record the secure disposal of Commissioning Body Assets, Commissioning Body Materials and Deliverables, whether such disposal is effected by the Supplier or its Personnel. |
| Change of Control | Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest. |
| Financial Records | This includes audited and un-audited accounts of the Supplier.<br><br>The Open Book Data.<br><br>Documents prepared by the Supplier in support of claims for Service Payment, including all invoices raised.<br><br>Supplier and its Sub-contractors invoices and records related to applicable taxes such as VAT. |
| Legal | Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.<br><br>A list of any on-going and/or threatened disputes in relation to the Services (whether in respect of the Supplier or its Personnel) |
| Security | All records concerning security incidents. |
| Risk | A register setting out all risk arising in connection of the Services. |
| Force Majeure | Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event. |
| Formal documents | All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services. |
| Insurance | All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them. |

1 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Contract.

**Appendix C**

**Records to Upload to Virtual Library**

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| Clauses 5.6.5, 5.6.6, 5.8.2 | Documentation | As appropriate and agreed by the Authority | Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable. | – | Authority |
| Clause 6.4 | Detailed Implementation Plan | Schedule 13 | Within 20 Working Days of Effective Date | Every Month | Authority |
| Clause 32.9.8 | Annual slavery and human trafficking report | As appropriate and agreed by the Authority | Within twelve (12) months | Every twelve (12) months | Authority |
| Clause 14.3 | Key Personnel | Schedule 29 | Effective Date | On replacement of Key Personnel | Authority |
| Clause 15.7 | Notified Key Sub-contractors | Schedule 10 | Effective Date | On replacement of key subcontractor | Authority |
| Clauses 15.6 and 15.7 | Notified Key Sub-Contractors | Schedule 10 | Effective Date | With each approved appointment or variation | Authority |
| Clause 15.27 | Supply chain Transparency Reports | Schedule 24, Appendix D | Thirty days prior to the of the end of each financial year | Every twelve (12) months | Authority |

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| Schedule 3, Part 2 para 2.3 | Performance Monitoring Report a | Schedule 3, Part 2 | Service Commencement | Within ten (10) Working Days of the end of each Service Period | Authority |
| Schedule 4, Appendix A, para 5 | Evidence of compliance with sustainability requirements | – | On reasonable request by Authority, provided that such requests are limited to two per Contract Year | On reasonable request by Authority, provided that such requests are limited to two per Contract Year | Authority |
| Schedule 4, Appendix A, para 5 | Sustainability Report | Schedule 4, Appendix A, Table C | As set out in Table C | As set out in Table C | Authority |
| Schedule 5, para 4 | Security Management Plan | Schedule 5 | Within 20 Working Days of the date of the Contract | Regular review and at least annually | Authority |
| Schedule 6, para 4 | Evidence of Insurances | Schedule 6 | Effective Date | Within fifteen (15) days after policy renewal or replacement | Authority |
| Schedule 9 | Commercially Sensitive Information | Schedule 9 | Effective Date | Upon Agreement by the Authority to vary the information | Authority and/or Auditor |
| Schedule 11, para 1 | Third Party Contracts | Schedule 11 | Effective Date | On appointment of subcontract | Authority |
| Schedule 12 | Supplier Software and Third Party Software | Schedule 12 | Effective Date | No less than every 6 (six) Months from the Effective Date | Authority |

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| Schedule 18, para 1.3.2 | Financial Indicator Reports | Schedule 18, para 1.5 | As specified in para 1.3.2 of Schedule 18 | As specified in para 1.3.2 of Schedule 18 | Authority |
| Schedule 18, para 3.4.2 | Financial Distress Remediation Plan | As appropriate and agreed by the Authority | As soon as reasonably practicable and in any event within ten Working Days of initial notification or awareness of a Financial Distress Event | On a regular basis (not less than fortnightly) | Authority |
| Schedule 18, para 7 | Board Confirmation | As set out at Appendix D of Schedule 18 | Within 120 days of the first Accounting Reference Date to occur | Within 15 months of the Previous Board Confirmation Provided or within 120 days after each Accounting Reference Date (whichever is the earlier) | Authority |
| Schedule 19, Part 2, para 1.2 | Contract Amendment Report | Schedule 19, Part 2, para 1.2 | Within one month of a material change being agreed | – | Authority |
| Schedule 19, para 1.1 | Quarterly Contract Report | Schedule 19, Part 2, para 1.2 | Within one month of the end of each Quarter | – | Authority |
| Schedule 19, Part 2, para 1.1 | Annual Contract Report | Schedule 19, Part 2, para 1.2 | Within one month of the end of the Contract | – | Authority |

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| | | | Year to which that report relates | | |
| Schedule 19, Part 2, para 1.1 | Financial Reconciliation Report | Schedule 19, Part 2, para 1.2 | Within six months after the end of the Term | – | Authority |
| Schedule 21, para 3.2 | Representation and Structure of boards | Schedule 21 Appendix A | Within seven days of receipt of intention, or in the case of a non-Authority board member agreement by the Authority | – | Authority |
| Schedule 21, para 2.5.5 | Minutes of governance meetings (all boards) | As appropriate and agreed by the Authority | Within seven days of receipt from chairperson | – | Authority |
| Schedule 22 para 4.3 | Impact Assessment Estimate | As appropriate and agreed by the Authority | Within ten Working Days of date of receiving change request. | – | Authority |
| Schedule 22 para 4 | Impact Assessment | As appropriate and agreed by the Authority | Within the period agreed by the Impact Assessment Estimate | Within ten Working Days of request by the Authority to update under Schedule 22, para 4.4 | Authority |
| Schedule 22, para 1.6 | Update full copy of the Agreement and copy of annotated version illustrating changes | PDF and MS Word (editable) | Signature of Variation Date | Any variation | Authority |

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| | (unless Authority directs otherwise) | | | | |
| Schedule 22, para 3 | Change Request | Schedule 22, Para 1 | Within ten Working Days of Authority issuing the Change Request | – | Authority |
| Schedule 22, para 5.2 | Change Authorisation Note (unless Authority directs otherwise) | Schedule 22, Appendix B | When Authority approves proposed Contract Change pursuant to paragraph 6.1 and it has not been rejected by the Supplier in accordance with paragraph 7 | – | Authority |
| Schedule 23, para 2.1 | Dispute Notice | Schedule 23 para 2.2 | No longer than 20 Working Days from an unresolved dispute arising | Any variation | Authority |
| Schedule 23, para 3.2 | Mediation Notice | As appropriate | When first served | Any variation | Authority |
| Schedule 24, para 1 | Reports and Records Provisions | Schedule 24, Appendix A | Within three months of the Effective Date | Frequency specified in Schedule 24, Appendix A | Authority |
| Schedule 25, para 2.1.1 | Register of All Assets, Sub-contracts and Other Relevant Agreements | As appropriate and agreed by the Authority | Within three months of the Effective Date | Any variation | Authority |

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| Schedule 25, para 2.1.2 | Configuration Database of Technical Infrastructure and Operating Procedures | As appropriate and agreed by the Authority | Within three months of the Effective Date | Any variation | Authority |
| Schedule 25, para 3.1 | Exit Information | As appropriate and agreed by the Authority | On reasonable notice given by the Authority at any point during the Term | Within ten Working Days of Authority's written request | Authority and its potential Replacement Suppliers |
| Schedule 25, para 5.1 | Exit Plan | Schedule 25, para 5.3 | Within three months of the Effective Date | In the first month of each contract year; and Within 14 days if requested by the Authority following a Financial Distress Event<br><br>Within 20 days after service of Termination Notice or six months prior to expiry of the Contract | Authority |
| Schedule 25, para 5.3.5 | Provide up to date Registers during the Termination Assistance Period | As appropriate | As requested by the Authority | As appropriate | |
| Schedule 25, para 5.7.2 | Government Data (handback) | Schedule 25, para 3 and/or as appropriate | At the end of the Termination Assistance Period | – | Authority |

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| | | and agreed by the Authority | | | |
| Schedule 25, Appendix A, para 1.1, para 1.2 para 1.3 and para 1.4 | Termination Services supporting documentation and knowledge transfer material | As appropriate and agreed by the Authority | As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period | As specified in the Termination Assistance Notice or otherwise requested by the Authority | – |
| Schedule 26 Service Continuity | Service Continuity Plan | Schedule 26, para 2.2 | Within 40 Working Days from the Effective Date | Schedule 26, para 7.1 | Authority |
| Schedule 26, para 7.2 | Service Continuity Plan Review Report | Schedule 26, para 6.2 | Within 20 Working Days of the conclusion of each review of the Service Continuity Plan. | – | – |
| Schedule 28, Part E, para 1.1 | Supplier's Provisional Supplier Personnel List and, Staffing Information | As appropriate and agreed by the Authority, in a suitably anonymised format so as to comply with the DPA 2018, see Appendix E2 | Varies – Schedule 28, para 1.1.1 – 1.1.4 | At such intervals as are reasonably requested by the Authority | Authority |
| Schedule 28, Part E, para 1.2 | Supplier's Final Supplier Personnel List | As appropriate and agreed by the Authority, see Appendix E2 | At least 20 Working Days prior to the Service Transfer Date | Upon any material change to the list of employees | Authority and, at the discretion of the Authority, the prospective Replacement Supplier |

| Applicable clause/paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|---|---|---|---|---|---|
| | | | | | and/or any prospective Replacement Sub-contractor |
| Schedule 28, Part E, para 1.6 | Information relating to the manner in which the services are organised | As appropriate and agreed by the Authority, see Appendix E2 | Within 20 Working Days of Authority request | Within 20 Working Days of Authority request | Authority |
| Schedule 28, Part E, para 1.7 | Payroll and benefits information | As appropriate and agreed by the Authority, see Appendix E2 | Within five Working Days following the Service Transfer Date | – | Authority, any Replacement Supplier and/or Replacement Sub-contractor |
| Schedule 28, Appendix E1 | List of Notified Sub-contractors | As appropriate and agreed by the Authority | Effective Date | Upon any change | Authority |
| Schedule 29 | Key Personnel | Schedule 29 | Effective Date | As amended from time to time | Authority |
| Clause 21.7 | Reports on Data Subject Access Requests and other Personal Data related matters | As appropriate and agreed by the Authority | As agreed with Authority | As agreed with Authority | Authority and Supplier |

**Appendix D**

**Supply Chain Transparency Information Template**

| | **Financial Year 20[●]** | | | |
|---|---|---|---|---|
| | **Under this Contract** | | **Supplier as a whole** | |
| | **£** | **%** | **£** | **%** |
| Estimated total contract revenue (£) to be received in this Financial Year | £[●] | 100% | £[●] | 100% |
| Total value of Sub-contracted revenues (£) in this Financial Year | £[●] | [●] | £[●] | [●] |
| Total value of Sub-contracted revenues to SMEs (£) in this Financial Year | £[●] | [●] | £[●] | [●] |
| Total value of Sub-contracted revenues to VCSEs (£) in this Financial Year | £[●] | [●] | £[●] | [●] |

## Appendix E

1 The Supplier shall comply with any further written instructions with respect to processing by the Commissioning Body.

2 Any such further instructions shall be incorporated into this Schedule.

3 In conjunction with the table below, the Supplier shall comply with the following policies on data retention as may be updated, replaced and notified to the Supplier from time to time: https://www.cafcass.gov.uk/sites/default/files/2024-04/Recording%20and%20Retention%20Policy%20online.pdf

https://www.cps.gov.uk/publication/cps-retention-and-disposal-policy

Record retention and disposition schedules – GOV.UK (www.gov.uk)

| Description | Length of time to be retained | Specific Data Held | Why Held |
|---|---|---|---|
| All data relating to completed and uncompleted Bookings made through the Supplier's Portal. To include any amendments or cancellations made to the original Booking and details of Interpreters used including the use of Pre-Registered Interpreters. | Two years after the termination or expiry of the Contract (whichever is earlier). | All data relating to completed and uncompleted Bookings made through the Supplier's Portal including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data fields:<br><br>Client name and address<br><br>Booking number<br><br>Booking Type<br><br>Name of person who created booking<br><br>Appointment type<br><br>Language<br><br>Original start date/time<br><br>Original end date/time | As requested in this Contract and for internal/external audit purposes. |

| | | | |
|---|---|---|---|
| | | Actual start date/time<br><br>Actual end date/time<br><br>Contact Name<br><br>Contact Number<br><br>Information to Interpreter (may contain names)<br><br>Client email<br><br>CC emails<br><br>Ops Notes – will contain any detail regarding bookings in free text – could contain interpreter or client names and contact details<br><br>Venue name, address and contact details<br><br>Appointment and case reference<br><br>Interpreter P code and name<br><br>Finance info relating to booking (interpreter cost and client charge)<br><br>Timesheet copies containing client and interpreter information | |
| All Bookings made for Pre-Registered Interpreters who are working towards the appropriate qualification. | Two years after the termination or expiry of the Contract (whichever is earlier). | As above | As requested in this Contract and for internal/external audit purposes. |
| All data relating to completed and uncompleted Bookings made through the telephone booking service helpdesk. To include any amendments or | Two years after the termination or expiry of the Contract (whichever is earlier). | All data relating to completed and uncompleted Bookings made through the telephone booking service helpdesk including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This | As requested in this Contract and for internal/external audit purposes. |

| | | | |
|---|---|---|---|
| cancellations made to the original Bookings and details of Interpreters used. | | shall include but not be limited to the following data fields:<br><br>Supplier's Call Log<br><br>Client name and address<br><br>Booking number<br><br>Booking Type<br><br>Name of person who created booking<br><br>Appointment type<br><br>Language<br><br>Original start date/time<br><br>Original end date/time<br><br>Actual start date/time<br><br>Actual end date/time<br><br>Contact Name<br><br>Contact Number<br><br>Information to Interpreter (may contain names)<br><br>Client email<br><br>CC emails<br><br>Ops Notes – will contain any detail regarding bookings in free text – could contain interpreter or client names and contact details<br><br>Venue name, address and contact details | |

| | | | |
|---|---|---|---|
| | | Appointment and case reference<br><br>Interpreter P code and name<br><br>Finance info relating to booking (interpreter cost and client charge)<br><br>Timesheet copies containing client and interpreter information | |
| All data relating to completed calls to the Supplier by the Authority in relation to the Contract. | Two years after the termination or expiry of the Contract (whichever is earlier). | All data relating to completed calls to the Supplier by the Authority in relation to the Contract whether through the Supplier's helpdesk or any other calls including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. | |
| Any video interpretation recordings as requested by the Authority or other Commissioning Bodies. | Six months after the date the recording was made. | Calls recorded as requested – content of call is recorded and may contain reference to names, addresses and personal details. | As requested in the Contract and for internal/external audit purposes |
| All complaints made in relation to the quality or standard of interpretation relating to Bookings, and any poor performance issues regarding an Interpreter. To include the escalation within its own organisation, engagement with the Quality and Assurance Supplier, responses provided, resolution, action taken and timescales taken for responding and resolving complaints. | Six months after the termination or expiry of Contract (whichever is earlier). | All data relating to complaints including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives, This shall include but not be limited to the following data fields**:**<br><br>All data held within the Supplier's complaints management system or equivalent.<br><br>All complaints logged on the Supplier's Booking Service.<br><br>All complaints received via telephone and/or the helpdesk.<br><br>Emails to and from the complainant. | To keep an accurate record of the complaint handling process for root cause analysis and dispute resolution.<br><br>Interpreter performance management. |

| | | | |
|---|---|---|---|
| | | Emails to and from the Interpreter.<br><br>Quality review records from the Quality and Assurance Supplier including forms and Telephone recordings.<br><br>Documented telephone and internal conversations to resolve the complaint, including outputs.<br><br>Results of any internal investigations. | |
| Written confirmation forms from all Interpreters that they consent to their details and associated data is to be shared with the Commissioning Bodies and Quality and Assurance Supplier. | One year after termination or expiry of Contract (whichever is earlier). | The interpreting service agreement and the translation service agreement (this will be in the form of a report in some cases (existing Interpreters), as they will have signed it electronically in other cases it will be evidence through appropriate applications that they have agreed to it electronically (newly on boarded) | will be held to allow the Supplier to demonstrate their compliance to contract through audit |
| Confirmation of the Onboarding Process together with verification forms as evidence that checks have been completed to the required standard by all Interpreters. To include explanations if requirements were not met. | One year after termination or expiry of Contract (whichever is earlier). | All data relating to the Onboarding Process including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data**:**<br><br>BPSS check list, curriculum vitae, Qualifications, security clearances where appropriate or security reference number, Identification documents, right to work in the UK documents, employer/academic references, Contego I.D verification output from software, Interpreter photographs, National Insurance numbers, tax returns, proof of address, deed poll, marriage certificates, bank details – sort code and account numbers, work history form. Copies of professional membership and any other documents that contain personal data provided as part of the Onboarding Process. | will be held to allow the Supplier to demonstrate their compliance to contract through audit |

| | | | |
|---|---|---|---|
| Financial records and reports, including but not limited to Interpreters' timesheets and all records of payments/credits and how these calculations were arrived at. | Seven years from the date of the transaction | Interpreter payment records with Bank are kept on site, payments from client including remittance advices and bank statements. Interpreter timesheets kept on system. These are all kept for seven years as per the Supplier's policy | The Supplier holds this information for proof of payments both sides, and for Audits from external and internal. |
| Records of disposal of records (DELETED RECORD) | Two years after the termination or expiry of Contract (whichever is earlier). | The Supplier will issue a data portability/destruction certificate to the client when all data is transferred back to the client and/or destroyed in agreed timescales. | |
| Management Information outputs and reports | Three months after the termination or expiry of the Contract (whichever is earlier). | All data held in reports, records and management information as set out Schedule 24 (Reports and Records Provisions) of the Contract including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. | As requested in the Contract and for internal/external audit purposes |
| Archived data | In line with retention schedule as if data had not been archived. | | |

**RETENTION**

| Description | Length of time to be retained | Specific Data Held | Why Held |
|---|---|---|---|
| The Register including all previous versions which may be held and all Interpreter Data. | One year after the termination or expiry of Contract (whichever is earlier). | All data relating to the Register including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data**:**<br>• F2F and TI register from V3 until present (updated every 2 weeks) | • Interpreter details are required before an assessment can be carried out<br>• Determine an Interpreter's Qualification, languages, security |

| | | | |
|---|---|---|---|
| | | • previous Supplier register<br>• Each contains personal data including contact details, experience, security clearances and qualifications.<br>• Data will also be held in database form once API functioning | clearances, professional memberships<br>• Holds Interpreter's unique identifier (Interpreter reference number, the Supplier's Interpreter code) which is used to identify and report results<br>• the previous Supplier status is still a requirement for determining 'pass-through' |
| Record of all complaints against the Supplier received, actions taken, resolution and escalation. | One year after the termination or expiry of Contract (whichever is earlier). | All data relating to complaints including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data fields:<br>All data held within the Supplier's complaints management system or equivalent.<br>All complaints received via Booking Service and/or telephone and/or the helpdesk.<br>All complaint data gathered during any investigative process including but not limited to emails, telephone recordings, forms and other correspondence.<br>Emails to and from the complainant.<br>Emails to and from the Interpreter.<br>Quality review records from the Supplier including forms and Telephone recordings.<br>Documented telephone and internal conversations to resolve the complaint, including outputs. | • To respond to and provide recommendations and actions in response to complaints<br>• To determine whether a complaint leads to an Individual Assessment<br>• Used for monthly reporting in the operational board pack<br>• Used to report complaint trends and monthly counts<br>• Used to maintain a Authority Register |

| | | | |
|---|---|---|---|
| | | • Results of any internal investigations. | |
| Management records in relation to the Trainee Scheme, including the number of new entrants, trainees moving up the Qualification Levels, stakeholder feedback and trainee feedback, and any unsuccessful entrants. | One year after the termination or expiry of Contract (whichever is earlier). | All data relating to Trainee Scheme including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data**:**<br>• Details of New Entrants/Interpreters seeking to or joining the trainee scheme.<br>• Information regarding the trainee scheme content and structure.<br>• Information on the status and progress of New Entrants/Interpreters who are working through the trainee scheme. | • To review and contact New Entrants/Interpreters in regard to the Trainee scheme progress and training<br>• To keep track of New Entrants/Interpreters who are enrolled on the trainee scheme<br>• To inform the Language Providers of the status of New Entrants/Interpreters on the trainee scheme. |
| Written confirmation forms from all Interpreters that they consent to their details and associated data being shared with the Authority, Commissioning Bodies, and the Quality and Assurance | One year after the termination or expiry of Contract (whichever is earlier). | • Such consents are managed by the Suppliers ensuring they obtain suitable consents to allow us to carry out the Supplier's work. | |
| Confirmation of the Onboarding Process together with verification forms as evidence that checks have been completed to the required standard by all Interpreters. To include explanations if requirements were not met. | One year after the termination or expiry of Contract (whichever is earlier).<br>One year after the termination or expiry of Contract (whichever is earlier). | All data relating to the Onboarding Process including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data**:**<br>• The Language Providers provide the Supplier with BPSS verification forms which confirm that the relevant details have been check by the Language Providers. | • To determine whether an Interpreter is suitably qualified and that the Language Providers have confirmed the Interpreter has the appropriate Security Clearance cleared.<br>• To ensure that the Language Providers are abiding by the Authorities on-boarding |

| | | | |
|---|---|---|---|
| | | • We also hold copies of qualifications documents for Interpreters<br>• We hold other data concerning Interpreters such as hours of experience within the register.<br>• We hold data gathered from our annual audit of the Suppliers' on boarding process | requirements and measure compliance. |
| Log of all Planned Assessments, Individual Assessments exercises and their outcomes, and storage of previous logs once updated. | One year after the termination or expiry of Contract (whichever is earlier). | All data relating to the Assessments including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data:<br>• All records relating to Individual Assessments and Planned Assessments including assessment reports, emails and summary logs.<br>• A copy of all the weekly assessment results which are distributed to the Language Providers and the Authority. | • To know which Interpreters have been assessed previously, the assessment outcome and how this was arrived at, and which Interpreters require a follow up assessment.<br>• Supports communication with Interpreters about their assessment outcomes.<br>• To support arrangement of assessment for Interpreters and to keep a count of how many completed assessments have been carried out and how many are due in order to meet our contract requirements. |
| Financial records and reports, including but not limited to Interpreters' timesheets and all records of payments/credits and how these calculations were arrived at | Seven years from the date of the transaction | • Invoices and financial reports are kept of all expenditure (eg Interpreter payments)<br>• Jobs carried out by the Supplier's Interpreters are recorded on our system, these jobs state the duration of a bookings which is used to calculate Interpreter payment against their rates | • According to government regulation we should keep a copy of every transaction carried out<br>• Consolidate year-end accounts and payments for the Authority. |

| | | | |
|---|---|---|---|
| Management Information outputs and reports | Three months after the termination or expiry of the Contract (whichever is earlier). | All data held in reports, records and management information as set out Schedule 24 (Reports and Records Provisions) of the Contract including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the following data**:**<br>• Supplier Management Board and Quality Assurance Board reports and all supporting information. Includes:<br>• Volume of Bookings<br>• Complaint statistics and data<br>• KPI calculations and backing data | • To measure and report progress against contract deliverables<br>• To measure the Suppliers' performance<br>• For internal management purposes |
| Records of disposal of records | Two years after the termination or expiry of Contract (whichever is earlier). | All data held on the disposal of records including but not limited to data held on any of the Supplier's servers or systems and/or manual download and/or derivatives. This shall include but not be limited to the log of formal disposal of records. | • To record and demonstrate deletion of data in accordance with retention requirements |
| Archived data | In line with retention schedule as if data had not been archived. | • Data backups and/or any derivatives (but data deleted in-line with retention requirements) | • To ensure business continuity in the event of loss |

| Description | Length of Time |
|---|---|
| The Register including all previous versions which may be held and all Interpreter Data. | One year after the termination or expiry of Contract (whichever is earlier). |
| Record of all complaints received, actions taken and the resolution by Commissioning Bodies, Language Providers and Interpreters. | One year after the termination or expiry of Contract (whichever is earlier). |
| Written confirmation forms from all Interpreters that they consent to their details and associated data being shared with the Commissioning Bodies, Supplier and the Language Providers. | One year after termination or expiry of Contract (whichever is earlier). |
| Confirmation of the Onboarding Process together with verification forms as evidence that checks have been completed to the required standard by all Interpreters. To include explanations if requirements were not met. | One year after termination or expiry of Contract (whichever is earlier). |
| Financial records and reports, including but not limited to Interpreters' timesheets and all records of payments/credits and how these calculations were arrived at. | Seven years from the date of the transaction |
| Management Information outputs and reports | Three months after the termination or expiry of the Contract (whichever is earlier). |
| Records of disposal of records | Two years after the termination or expiry of Contract (whichever is earlier). |
| Archived data | In line with retention schedule as if data had not been archived. |

**Appendix F**

**Management Information**

| Report Type | Report Name | Content | Mandatory Categories | | | | Frequency |
|---|---|---|---|---|---|---|---|
| | | | Total number | Commissioning Body | Region | Authority Location | |
| Performance Management | | Number of Bookings | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Total fulfilment rate (%) | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of Fulfilled Bookings | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of Unfulfilled Bookings | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Reasons for Unfulfilled Bookings | ✓ | ✓ | | | Monthly |
| | | Bookings fulfilled with an Interpreter at a lower Qualification Level that requested. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Bookings fulfilled with an Interpreter at a lower Security Level that requested. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Bookings fulfilled by a different method of interpretation (Face to Face and Video) than requested. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Fulfilment by Language | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Fulfilment by Method of Interpretation (Face to Face and Video) | ✓ | ✓ | ✓ | ✓ | Monthly |

| Report Type | Report Name | Content | Mandatory Categories | | | | Frequency |
|---|---|---|---|---|---|---|---|
| | | | Total number | Commissioning Body | Region | Authority Location | |
| | | Fulfilment by Security Level | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Fulfilment by Qualification Level | ✓ | ✓ | ✓ | ✓ | Monthly |
| | **Complaints and Feedback** | Number of complaints received by complainant. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of complaints broken down by complaint reason. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of complaints broken down by outcome (Upheld and Not Upheld) | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of complaints responded within ten working days. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of complaints escalated to the Quality and Assurance Supplier (including breakdown of details and reasons) | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of complaints escalated to the Authority (including breakdown of details) | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Trends of Complaints received by complainant and complaint reason. | ✓ | ✓ | ✓ | ✓ | Quarterly/YTD |

| Report Type | Report Name | Content | Mandatory Categories | | | | Frequency |
|---|---|---|---|---|---|---|---|
| | | | Total number | Commissioning Body | Region | Authority Location | |
| | | Number and category of feedback received. | ✓ | ✓ | | | Quarterly |
| | **Cancellations** | Number of Bookings cancelled by Method of Interpretation (Face to Face and Video) | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of Bookings cancelled by reason. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of Short Notice Cancellations. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of Advanced Notice Cancellations. | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Cancellation fees incurred by the Authority (value) | ✓ | ✓ | ✓ | ✓ | Monthly/YTD |
| | **Curtailment** | Number of Bookings curtailed by Method of Interpretation (Face to Face and Video) | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Value of costs incurred by Authority due to curtailed Bookings. | ✓ | ✓ | ✓ | ✓ | Monthly/YTD |
| | **Data Requests and Reports** | Number of data requests. | ✓ | ✓ | | | Quarterly |
| | | Number or reports requested. | ✓ | ✓ | | | Quarterly |

| Report Type | Report Name | Content | Mandatory Categories | | | | Frequency |
|---|---|---|---|---|---|---|---|
| | | | Total number | Commissioning Body | Region | Authority Location | |
| | | Number of data requests delivered in accordance with Schedule 2 (Services Description). | ✓ | ✓ | | | Quarterly |
| | | Number of report requests delivered within agreed deadline. | ✓ | ✓ | | | Quarterly |
| | **Telephone Booking Service** | Number of calls received. | ✓ | ✓ | | ✓ | Monthly |
| | | Number of calls abandoned. | ✓ | ✓ | | ✓ | Monthly |
| | | Calls answered within 40 seconds (%) | ✓ | ✓ | | | Monthly |
| | | Calls answered within 60 seconds (%) | ✓ | ✓ | | | Monthly |
| | **Telephone Helpdesk** | Number of calls received and reasons. | ✓ | ✓ | | ✓ | Monthly |
| | | Number of calls abandoned. | ✓ | ✓ | | ✓ | Monthly |
| | | Calls answered within 40 seconds (%) | ✓ | ✓ | | | Monthly |
| | | Calls answered within 60 seconds (%) | ✓ | ✓ | | | Monthly |
| | **Interpreter Delays** | Number of Bookings where the Interpreter arrived later than Booked Start Time (including length of delay) | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Reasons for Interpreter late attendance. | ✓ | ✓ | ✓ | ✓ | Monthly |

| Report Type | Report Name | Content | Mandatory Categories | | | | Frequency |
|---|---|---|---|---|---|---|---|
| | | | Total number | Commissioning Body | Region | Authority Location | |
| | | Remedial Action taken to address Interpreter late attendance. | ✓ | | | | Monthly |

| Report Type | Report Name | Content | Mandatory Categories | | | | | | Frequency |
|---|---|---|---|---|---|---|---|---|---|
| | | | Commissioning Body | Region | Authority Location | Language | Assignment Type | Qualification Level | |
| **Booking Service** | **Booking Details** | Number of Bookings | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Total Booking Duration (Booked) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Total Booking Duration (Actual) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Total minutes for Bookings | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Actual Start time of Booking. | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Booked Start time of Booking. | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Bookings by Method of Interpretation (Face to Face and Video) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Monthly |
| | | Number of Bookings closed within timescales stipulated in | ✓ | ✓ | ✓ | | | | Monthly |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Schedule 15 (Charges and Invoices). | | | | | | | |
| | | Number of Bookings closed outside timescales stipulated in Schedule 15 (Charges and Invoices) (including number of days late) | ✓ | ✓ | ✓ | | | | Monthly |
| | **User Details** | Number of Authority users broken down by User Access Types. | ✓ | ✓ | ✓ | | | | Bi-Annually |
| | | Number of Active Authority users. | ✓ | ✓ | ✓ | | | | Bi-Annually |
| | | Number of Inactive Authority users. | ✓ | ✓ | ✓ | | | | Bi-Annually |
| | **Booking Service Availability** | Number and percentage of hours of unplanned Booking Service downtime. | ✓ | ✓ | ✓ | | | | Monthly |
| | | Number and percentage of hours of planned Booking Service downtime. | ✓ | ✓ | ✓ | | | | Monthly |

| Report Type | Report Name | Content | Mandatory Categories | | | Frequency |
|---|---|---|---|---|---|---|
| | | | Commissioning Body | Region | Authority Location | |
| **Finance Management Information** | **Invoicing** | Invoice Number | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Invoice Period | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Venue Reference Number | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Base Unit Price | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Adjustment Factor Price | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Urgency Adjustment Factor Price | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Security Factor Price | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Qualification Level Adjustment Price | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Other Charges Service Credits | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Service Credits for Unfulfilled Bookings | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Service Credits for Service Failures | ✓ | ✓ | ✓ | Monthly/YTD |
| | | Service Payment | ✓ | ✓ | ✓ | Monthly/YTD |
| | | VAT | ✓ | ✓ | ✓ | Monthly/YTD |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Account Structure Operating Unit provided by Authority | | | | Monthly/YTD |
| | | Account Structure BER provided by Authority | | | | Monthly/YTD |
| | | Account Structure NAC provided by Authority | | | | Monthly/YTD |
| **Report Type** | **Report Name** | **Content** | **Total Number** | **Percentage** | | **Frequency** |
| **Finance** | **Payment of Invoices** | Payment to Sub-contractors within thirty (30) days of receipt of an undisputed Invoice | ✓ | ✓ | | Monthly |
| | | Payment to Unconnected Sub-contractors within sixty (60) days or receipt of an invoice. | ✓ | ✓ | | Monthly |
| | | Payment to Interpreters within agreed timescales. | ✓ | ✓ | | Monthly |

| **Report Type** | **Report Name** | **Content** | **Frequency** |
|---|---|---|---|
| **Social Value** | **Social Value** | High level Summary of the Suppliers performance against the Social Value priorities over the relevant period | Quarterly |
| | | Performance by the Supplier against each of the Social Value Subsidiary Performance Indicators over the relevant period. | Quarterly |

## Schedule 25

## Exit Management

### 1 Obligations during the Term to facilitate exit

1.1 During the Term, the Supplier shall:

1.1.1 create and maintain a register of all sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

1.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

1.1.3 agree the format of the Exit Registers with the Authority as part of the process of agreeing the Exit Plan; and

1.1.4 at all times keep the Exit Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

1.2 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three months of the Effective Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party's compliance with it.

### 2 Obligations to assist on re-tendering of Services

2.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

2.1.1 details of the Service(s);

2.1.2 a copy of the Exit Registers, updated by the Supplier up to the date of delivery of such Exit Registers;

2.1.3 an inventory of Government Data in the Supplier's possession or control;

2.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment, and novation;

2.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

2.1.6 to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Contract; and

2.1.7 such other material and information as the Authority shall reasonably require,

(together, the **Exit Information**).

2.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 2.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).

2.3 The Supplier shall:

2.3.1 notify the Authority within five Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

2.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten Working Days of a request in writing from the Authority.

2.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than four updates in any six month period.

2.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

2.5.1 prepare an informed offer for those Services; and

2.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

**3 Obligation to enter into an Ethical Wall Agreement on re-tendering of Services**

3.1 The Authority may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services.

3.2 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within ten Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

**4 Exit Plan**

4.1 The Supplier shall, within three months after the Effective Date, deliver to the Authority an Exit Plan which:

4.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier and minimises disruption to the ongoing performance of services by any Language Provider on the Partial Termination, expiry or termination of this Contract;

4.1.2 complies with the requirements set out in paragraph 4.2; and

4.1.3 is otherwise reasonably satisfactory to the Authority.

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 20 Working Days of its

submission, 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 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;

4.3.3 a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Contract;

4.3.4 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

4.3.5 the management structure to be employed during the Termination Assistance Period;

4.3.6 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

4.3.7 how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

4.3.8 the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Appendix A as are applicable);

4.3.9 a timetable and critical issues for providing the Termination Services;

4.3.10 any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;

4.3.11 how the Termination Services would be provided (if required) during the Termination Assistance Period;

4.3.12 procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 28 (Staff Transfer); and

4.3.13 how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services or to the services of any Language Provider during the Termination Assistance Period.

4.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.

4.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a

Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update, the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

**Finalisation of the Exit Plan**

4.6 Within 20 Working Days after service of a Termination Notice by either Party or six months prior to the expiry of this Contract, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

4.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

## 5 Termination Services

**Notification of Requirements for Termination Services**

5.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a **Termination Assistance Notice**) at least four months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the date from which Termination Services are required;

5.1.2 the nature of the Termination Services required; and

5.1.3 the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 24 months after the expiry of the Initial Term or any Extension Period or earlier termination of this Contract;

5.2 The Authority shall have:

5.2.1 an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend the Termination Assistance period beyond the date which is 30 months after expiry of the Initial Term or any Extension Period or earlier termination of this Contract ;and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and

5.2.2 the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Supplier to such effect.

**Termination Assistance Period**

5.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

5.3.1 continue to provide the Services (as applicable) and, if required by the Authority pursuant to paragraph 5.1, provide the Termination Services;

5.3.2 in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the Partial Termination, termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;

5.3.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 5.3.2 without additional costs to the Authority;

5.3.4 provide the Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with paragraph 5.5; and

5.3.5 at the Authority's request and on reasonable notice, deliver up-to-date Exit Registers to the Authority.

5.4 Without prejudice to the Supplier's obligations under paragraph 5.3.3, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 5.3.2 without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.

5.5 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Target Performance Level(s), the Parties shall vary the relevant Target Performance Level(s) and/or the applicable Service Credits to take account of such adverse effect.

**Termination obligations**

5.6 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination.

5.7 Upon 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 Services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:

5.7.1 cease to use the Government Data save for any Government Data that (i) the Supplier is required to retain copies of by Law (ii) is Personal Data in respect of which the Supplier is a Controller or (iii) the Supplier has rights to hold independently of this Contract;

5.7.2 provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Government Data in electronic form (or such other format as reasonably required by the Authority);

5.7.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Government Data, save for any Government Data that (i) the Supplier is required to retain copies of by Law (ii) is Personal Data in respect of which the Supplier is a Controller or (iii) the Supplier has rights to hold independently of this Contract,

and the Supplier shall promptly certify to the Authority that it has completed such deletion;

5.7.4 return to the Authority such of the following as is in the Supplier's possession or control:

(a) any parts of the IT Environment and any other equipment which belongs to the Authority; and

(b) any items that have been on-charged to the Authority, such as consumables;

5.7.5 vacate any Authority Locations unless access is required to continue to deliver the Services;

5.7.6 provide access during normal working hours to the Authority and/or the Replacement Supplier for up to 12 months after the Partial Termination, expiry or termination of this Contract to:

(a) such information relating to the Services as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph 5.7.6(b).

5.8 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 Services 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 Services or for statutory compliance purposes.

## 6 Assets, Sub-contracts and Software

6.1 Following notice of termination or Partial Termination of this Contract and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:

6.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;

6.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

6.1.3 terminate, enter into or vary any licence for software in connection with the Services.

6.2 Within 20 Working Days of receipt of the up-to-date Exit Registers provided by the Supplier pursuant to paragraph 5.3.5, the Authority shall provide written notice to the Supplier setting out:

6.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services (**Transferring Assets**);

6.2.2 which, if any, of the Non-Exclusive Assets, the Authority and/or the Replacement Supplier requires the continued use of; and

6.2.3 which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the **Transferring Contracts**),

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services. Where requested by the Supplier, the Authority 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.

6.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:

6.3.1 a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or

6.3.2 the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Contract, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.

6.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.

6.5 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

6.6 The Authority shall:

6.6.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

6.6.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

6.7 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.

6.8 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to paragraph 6.5 both:

6.8.1 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and

6.8.2 in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with clause 16 (Intellectual Property Rights).

## 7 Supplier Personnel

7.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 28 (Staff Transfer) shall apply.

7.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.

7.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

7.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

7.5 The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers, or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

## 8 Charges

8.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Services), the Authority shall pay the Charges to the Supplier in respect of the Termination Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.

8.2 Where the Authority requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with paragraph 5.2:

8.2.1 where more than six months' notice is provided, the same rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable; and

8.2.2 where less than six months' notice is provided, no more than 1.2 times the rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable.

8.3 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure.

8.4 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

## 9 Apportionments

9.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring

Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

9.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

9.1.2 the Authority shall be responsible for (or shall procure that the Replacement Supplier 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

9.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

9.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under paragraph 9.1 as soon as reasonably practicable.

## Appendix A

## Scope of the Termination Services

### 1 Scope of the Termination Services

1.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:

1.1.1 ceasing all non-critical Software changes (except where agreed in writing with the Authority);

1.1.2 notifying the Sub-contractors and Interpreters of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.1.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;

1.1.4 delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Termination Services;

1.1.5 providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;

1.1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;

1.1.7 providing the Authority with any problem logs which have not previously been provided to the Authority;

1.1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of 12 months after the Termination Assistance Period;

1.1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

1.1.10 agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Personnel, Authority staff, customers and key stakeholders;

1.1.11 reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;

1.1.12 providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier develop the migration plan for business operations and Government Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Government Data;

1.1.13 making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;

1.1.14 agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

1.1.15 assisting the Authority in the conclusion and/or transfer of any responsibilities under the Implementation Responsibilities Matrix and Responsibilities Matrix under the Collaboration Agreement;

1.1.16 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;

1.1.17 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

1.1.18 answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

1.1.19 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Government Data to the Authority and/or the Replacement Supplier;

1.1.20 providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:

(a) to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors or Interpreters (and the Supplier agrees and shall procure that its Sub-contractors and Interpreters 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 Personnel and Interpreters who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

1.1.21 knowledge transfer services, including:

(a) transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;

(b) providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents;

(c) providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-contractors' personnel including Interpreters as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

(d) allowing the Authority and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier,

and any such person who is provided with such 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 shall:

1.2.1 provide a documented plan relating to the training matters referred to in paragraph 1.1.13 for agreement by the Authority at the time of termination or expiry of this Contract;

1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to paragraph 1.1.14, providing skills and expertise of a suitable standard; and

1.2.3 fully co-operate in the execution of the Government Data migration plan agreed pursuant to paragraph 1.1.19, providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier.

1.4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to paragraph 1.1.20 shall include:

1.4.1 copies of up-to-date procedures and operations manuals;

1.4.2 agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier;

1.4.3 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;

1.4.4 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;

1.4.5 details of physical and logical security processes and tools which will be available to the Authority; and

1.4.6 any relevant interface information,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

## Appendix B

## Draft Ethical Wall Agreement

# Ethical Wall Agreement

(1) [●The Authority]
(2) [●The Counterparty]

Draft [●NUMBER]: [●DATE]

**This Agreement is dated** **20[●] (the Effective Date).**

**Between:**

(1) **[●Name of Authority]** (the **Authority**) [●acting on behalf of the Crown] of [●insert Authority's address]; and

(2) **[●Name of Counterparty]** a [●company]/[●limited liability partnership] registered in England and Wales under registered number [●insert registered number] whose registered office is at [●insert Counterparty's registered address] (the **Counterparty**),

together the **Parties** and each a **Party**.

**Background**

(A) The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations (defined below). The purpose of this document (**Agreement**) is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).

(B) The Authority is conducting a procurement exercise for the [●supply/purchase/provision] of [●insert details of project/goods/services] (the **Purpose**).

(C) The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders.

**It is agreed:**

## 1 Definitions and Interpretation

1.1 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

| | |
|---|---|
| **Affiliate** | means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time |
| **Agreement** | means this ethical walls agreement duly executed by the Parties |
| **Bid Team** | means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of an ITT Response |
| **Crown Body** | means 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, including:<br>(a) Government Departments;<br>(b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);<br>(c) Non-Ministerial Departments; or |

| | |
|---|---|
| | (d) Executive Agencies |
| **Conflicted Personnel** | means any Representatives of:<br>(a) the Counterparty;<br>(b) any of the Counterparty's Affiliates; and/or<br>(c) any Subcontractors,<br>who, because of the Counterparty's, any of its Affiliates' and/or any Subcontractors' relationship with the Authority under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have |
| **Contract** | means any pre-existing or previous contract between the Authority and:<br>(a) the Counterparty;<br>(b) any of the Counterparty's Affiliates;<br>(c) any Subcontractor; and<br>(d) any other Third Party,<br>relating to the subject matter of the Purpose at the date of the commencement of the ITT Process |
| **Control** | means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls** and **Controlled** shall be interpreted accordingly |
| **Effective Date** | means the date of this Agreement as set out above |
| **Invitation to Tender** or **ITT** | means an invitation to submit tenders issued by the Authority as part of an ITT Process (and shall include an Invitation to Negotiate) |
| **ITT Process** | means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations (as amended), which the Authority has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Authority as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts |
| **ITT Response** | means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the ITT process |

| | |
|---|---|
| **Other Bidder** | means any other bidder or potential bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT Process |
| **Procurement Process** | means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Authority of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Authority |
| **Procurement Regulations** | means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time |
| **Professional Advisor** | means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its ITT response |
| **Purpose** | has the meaning given to it in recital (B) to this Agreement |
| **Representative** | refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the ITT Process |
| **Subcontractor** | means an existing or proposed subcontractor of:<br>(a) the Counterparty; and/or<br>(b) any of the Counterparty's Affiliates,<br>who is connected to the preparation of an ITT Response (including key subcontractors named in the ITT Response) |
| **Third Party** | means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives |
| **Working Day** | means any day of the week other than a weekend, when Banks in England and Wales are open for business |

1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.

1.3 Reference to the disclosure of information, or provision of access, by or to the Authority, the Counterparty, any of the Counterparty's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).

1.4 Reference to persons includes legal and natural persons.

1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.

1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.

1.7 Reference to any gender includes any other.

1.8 Reference to writing includes email.

1.9 The terms **associate**, **holding company**, **subsidiary**, **subsidiary undertaking** and **wholly owned subsidiary** have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words "holds a majority of the voting rights" shall be changed to "holds 30% or more of the voting rights", and other expressions shall be construed accordingly.

1.10 The words **include** and **including** are to be construed without limitation.

1.11 The singular includes the plural and vice versa.

1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

## 2 Ethical Walls

2.1 In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

**Conflicts of interest**

2.2 The Counterparty:

2.2.1 shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent ITT Process; and

2.2.2 acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the ITT Process and because of the Counterparty's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Authority under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive ITT Process.

2.3 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including one or more of the following:

2.3.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;

2.3.2 providing to the Authority promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Authority promptly upon any change to it;

2.3.3 ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:

(a) about the ITT Process (gleaned from the performance of any Contract or otherwise); and/or

(b) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,

becoming available to the Bid Team where the Authority has not made generally available that information to Other Bidders;

2.3.4 ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;

2.3.5 ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors [●in a form to be approved by the Authority];

2.3.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;

2.3.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;

2.3.8 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;

2.3.9 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and

2.3.10 complying with any other action as the Authority, acting reasonably, may direct in connection with the ITT Process and/or this Agreement.

**Notification of conflicts of interest**

2.4 The Counterparty shall:

2.4.1 notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;

2.4.2 submit in writing to the Authority full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty's plans to prevent potential conflicts of interests from arising (**Proposed Avoidance Measures**); and

2.4.3 seek the Authority's approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the ITT Process).

2.5 The Counterparty will provide to the Authority, on demand, any and all information in relation to its adherence with its obligations set out under clauses 2.2 and 2.3 as reasonably requested by the Authority.

2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under clauses 2.2 and 2.3.

2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

**Exclusion from the ITT Process**

2.8 Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority's approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the ITT Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.

2.9 The actions of the Authority pursuant to clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Authority.

**Bid costs**

2.10 In no event shall the Authority be liable for any bid costs incurred by:

2.10.1 the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or

2.10.2 any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the ITT Process.

**Specific remedies**

2.11 The Counterparty acknowledges and agrees that:

2.11.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in clause 2; and

2.11.2 in the event of a breach of any of the obligations in clause 2 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Counterparty's participation in the ITT Process in each case with immediate effect on written notice.

## 3 Sole responsibility

It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Counterparty's obligations.

## 4 Waiver and invalidity

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

## 5 Assignment and novation

5.1 The Counterparty shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

5.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Crown Body; or

5.2.2 to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

5.2.3 the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this clause 5.

5.3 A change in the legal status of the Authority such that it ceases to be a Crown Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

## 6 Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## 7 Transparency

The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Authority may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## 8 Notices

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

| Manner of Delivery | Deemed time of service | Proof of service |
|---|---|---|
| Email | 9.00am on the first Working Day after sending. | Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message. |
| Personal delivery | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day. | Properly addressed and delivered as evidenced by signature of a delivery receipt. |
| Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm). | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt. |

8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

| | Counterparty | Authority |
|---|---|---|
| **Contact** | | |
| **Address** | | |
| **Email** | | |

8.4 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 9 Waiver and cumulative remedies

9.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## 10 Term

Each Party's obligations under this Agreement shall continue in full force and effect for period of [●] years from the Effective Date/[●or for the period of the duration of the Procurement Process].

## 11 Governing law and jurisdiction

11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by )
[●The Authority] )

Name:

Signature:

Position in Authority:

Signed by )
[●The Counterparty] )

Name:

Signature:

Position in Authority:

## Schedule 26

## Service Continuity Plan

### 1 Service Continuity Plan

1.1 Within 40 Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

1.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member); and

1.1.2 the recovery of the Services in the event of a Disaster.

1.2 The Service Continuity Plan shall:

1.2.1 be divided into four parts:

(a) Part 1 which shall set out general principles applicable to the Service Continuity Plan;

(b) Part 2 which shall relate to business continuity (the Business Continuity Plan);

(c) Part 3 which shall relate to disaster recovery (the Disaster Recovery Plan);

(d) Part 4 which shall relate to an Insolvency Event of the Supplier, any Key Sub-contractors and/or any Supplier Group member (the Insolvency Continuity Plan); and

1.2.2 unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of paragraphs 2, 3, 4, 5 and 6.

1.3 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority shall:

1.3.1 review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and

1.3.2 notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.

1.4 If the Authority rejects the draft Service Continuity Plan:

1.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

1.4.2 the Supplier shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 1.3 and this paragraph 1.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

## 2 Service Continuity Plan: Part 1 – General Principles and Requirements

2.1 Part 1 of the Service Continuity Plan shall:

2.1.1 set out how the business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;

2.1.2 provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider;

2.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;

2.1.4 detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its other Related Service Providers in each case as notified to the Supplier by the Authority from time to time;

2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a website (with FAQs), email, phone and fax) for both portable and desk top configurations, where required by the Authority;

2.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;

(b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;

(c) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider;

(d) identification of risks arising from an Insolvency Event of the Supplier, any Key Sub-contractors and/or Supplier Group member; and

(e) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

2.1.7 provide for documentation of processes, including business processes, and procedures;

2.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;

2.1.9 identify the procedures for reverting to "normal service";

2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;

2.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and

2.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

2.2 The Service Continuity Plan shall be designed so as to ensure that:

2.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the Service Continuity Plan;

2.2.2 the adverse impact of any Disaster; service failure; an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member; or disruption on the operations of the Authority, is minimal as far as reasonably possible;

2.2.3 it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and

2.2.4 there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan.

2.3 The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Services, to the business processes facilitated by and the business operations supported by the Services, and/or changes to the Supplier Group structure.

2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators 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.

## 3 Service Continuity Plan: Part 2 – Business Continuity

### Principles and Contents

3.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:

3.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

3.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

3.2 The Business Continuity Plan shall:

3.2.1 address the various possible levels of failures of or disruptions to the Services;

3.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the Business Continuity Services);

3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and

3.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

## 4 Service Continuity Plan: Part 3 – Disaster Recovery

**Principles and Contents**

4.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority 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.

4.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

4.3 The Disaster Recovery Plan shall include the following:

4.3.1 the technical design and build specification of the Disaster Recovery System;

4.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

(a) data centre and disaster recovery site audits;

(b) backup methodology and details of the Supplier's approach to data back-up and data verification;

(c) identification of all potential disaster scenarios;

(d) risk analysis;

(e) documentation of processes and procedures;

(f) hardware configuration details;

(g) network planning including details of all relevant data networks and communication links;

(h) invocation rules;

(i) Service recovery procedures; and

(j) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;

4.3.3 any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;

4.3.4 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;

4.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

4.3.6 testing and management arrangements.

## 5 Service Continuity Plan: Part 4 – Insolvency Continuity Plan

**Principles and Contents**

5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Authority supported by the Services through continued provision of

the Services following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with as far as reasonably possible, minimal adverse impact.

5.2 The Insolvency Continuity Plan shall include the following:

5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Key Sub-contractor personnel and Supplier Group member personnel;

5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Sub-contractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Services;

5.2.3 plans to manage and mitigate identified risks;

5.2.4 details of the roles and responsibilities of the Supplier, Key Sub-contractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;

5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Sub-contractors and Supplier Group members); and

5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

## 6 Review and Amendment of the Service Continuity Plan

6.1 The Supplier shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

6.1.1 on a regular basis and as a minimum once every six months;

6.1.2 within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to paragraph 8;

6.1.3 within 14 days of a Financial Distress Event;

6.1.4 within 30 days of a Corporate Change Event or such period as the Relevant Authority agrees (acting reasonably); and

6.1.5 where the Authority requests any additional reviews (over and above those provided for in paragraphs 6.1.1 to 6.1.4) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

6.2 Each review of the Service Continuity Plan pursuant to paragraph 6.1 shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity 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 Service Continuity Plan. The review shall be completed by

the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a Review Report) setting out:

6.2.1 the findings of the review;

6.2.2 any changes in the risk profile associated with the Services; and

6.2.3 the Supplier's proposals (the **Supplier's Proposals**) for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

6.3 Following receipt of the Review Report and the Supplier's Proposals, the Authority shall:

6.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and

6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority.

6.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:

6.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 6.3 and this paragraph 6.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) 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 Services.

## 7 Testing of the Service Continuity Plan

7.1 The Supplier shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.

7.2 If the Authority requires an additional test of the Service Continuity Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the Service Continuity Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the Service Continuity 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 Service Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.

7.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

7.5 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Authority a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the Service Continuity Plan (including the Service Continuity 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 Authority, (including requests for the re-testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

7.7 For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.

7.8 The Supplier shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

## 8 Invocation of the Service Continuity Plan

8.1 In the event of a loss of any critical part of the Service or a Disaster, the Supplier shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.

8.2 The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Supplier:

8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Services; and/or

8.2.2 where there is an Insolvency Event of the Supplier, and the insolvency arrangements enable the Supplier to invoke the plan.

## Schedule 27

## Conduct of Claims

### 1 Indemnities

1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Contract (the **Indemnifier**), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the **Beneficiary**).

1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Contract (a **Claim**), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within ten Working Days of receipt of the same.

1.3 Subject to paragraph 2, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to paragraph 2.2, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

1.4 With respect to any Claim conducted by the Indemnifier pursuant to paragraph 1.3:

1.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;

1.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;

1.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and

1.4.4 the Indemnifier shall conduct the Claim with all due diligence.

1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Contract if:

1.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with paragraph 1.3;

1.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within ten Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or

1.5.3 the Indemnifier fails to comply in any material respect with the provisions of paragraph 1.4.

### 2 Sensitive Claims

2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a **Sensitive Claim**), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or

appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which paragraph 1.3 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

## 3 Recovery of Sums

3.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

3.1.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and

3.1.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

## 4 Mitigation

Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

## Schedule 28

## Staff Transfer

### 1 Interpretation

Where a provision in this Schedule 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 Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

### 2 Applicable Parts of this Schedule

2.1 The following parts of this Schedule shall apply to this Contract:

2.1.1 Part A (Staff Transfer At Operational Service Commencement Date – Outsourcing From the Authority) Not Applicable

2.1.2 Part B (Staff Transfer At Operational Service Commencement Date – Transfer From Former Supplier) Not Applicable

2.1.3 Part C (No Staff Transfer On Operational Service Commencement Date)

2.1.4 Part D (Pensions) not applicable

2.1.5 Part E (Employment Exit Provisions) of this Schedule will always apply to this Contract, including:

(a) Appendix E1 (List Of Notified Sub-Contractors)

(b) Appendix E2 (Staffing Information).

## Part A – Transferring Authority Employees at Commencement of Services

Not Applicable.

## Part B – Transferring Former Supplier Employees at Commencement of Services

## Part C – No Transfer of Employees Expected at Commencement of Services

### 1. Procedure in the Event of Transfer

1.1. The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.

1.2. If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1. the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

1.2.2. the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3. If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

1.4. If by the end of the 15 Working Day period specified in Paragraph 1.2.2:

1.4.1. no such offer of employment has been made;

1.4.2. such offer has been made but not accepted; or

1.4.3. the situation has not otherwise been resolved,

1.4.4. the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

### 2. Indemnities

2.1. Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

2.1.1. indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2. procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2. If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of **Error! Reference source not found.** (Pensions) and its Annexes of this Staff Transfer Schedule.

2.3. Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 0, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4. The indemnities in Paragraph 2.1:

2.4.1. shall not apply to:

2.4.1.1. any claim for:

(i) any contravention of the Equality Act 2010 (or predecessor/successor legislation); 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 Supplier and/or any Sub-contractor; or

2.4.1.2. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

2.4.2. shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Relevant Transfer Date.

**3. Procurement Obligations**

3.1. Where in this **Error! Reference source not found.** the Authority 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 Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## Part D – Pensions

Not applicable.

## Part E – Employment Exit Provisions

### 1 Pre-service Transfer Obligations

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Authority 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 this Contract; and

1.1.3 the date which is 12 months before the end of the Term; or

1.1.4 receipt of a written request of the Authority at any time (provided that the Authority 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 DPA 2018, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:

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

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

1.3 The Authority 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 Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor 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 paragraph 1.1.1, 1.1.2 and 1.1.3, 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 Authority (not to be unreasonably withheld or delayed):

1.5.1 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;

1.5.2 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);

1.5.3 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;

1.5.4 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;

1.5.5 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

1.5.6 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 Authority or, at the direction of the Authority, 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.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, within 20 Working Days to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

1.6.1 the numbers of Supplier Personnel engaged in providing the Services;

1.6.2 the percentage of time spent by each Supplier Personnel engaged in providing the Services; and

1.6.3 a description of the nature of the work undertaken by each Supplier Personnel by location.

1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor 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 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, 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:

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;

1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;

1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

1.7.8 bank/building society account details for payroll purposes.

1.8 From the date of the earliest event referred to in paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that following within 20 Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any request to align and assign Supplier Personnel to any future delivery model proposed by the Authority for Replacement Services within 30 Working Days or such longer timescale as may be agreed.

1.9 Any changes necessary to this Contract as a result of alignment referred to in paragraph 1.8 shall be agreed in accordance with the Change Control Procedure.

## 2 Employment Regulations Exit Provisions

2.1 The Authority 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 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 Authority 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 disapplied through operation of regulation 10 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 Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) 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 any person identified in the Supplier's Final Supplier Personnel List all the Transferring Supplier Employees arising in respect of the period up to (and including but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, pay for accrued but untaken holiday, 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 (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.2.1 the Supplier and/or the Sub-contractor (as appropriate); and

2.2.2 the Replacement Supplier and/or Replacement Sub-contractor.

2.3 Subject to paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

2.3.1 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;

2.3.2 the breach or non-observance by the Supplier or any Sub-contractor occurring before but excluding 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;

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 Sub-contractor to comply with any legal obligation to such trade union, body or person arising before but excluding 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 before but excluding 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 his/her employment from the Supplier to the Authority 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 before but excluding the Service Transfer Date;

2.3.5 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 (but excluding) 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 Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor 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 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 Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities 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 Sub-contractor 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 terms and conditions of employment or working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor 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 Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 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 his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

2.5.1 the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the 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.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority 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 his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

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

2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) any contravention of the Equality Act 2010 (or predecessor/successor legislation); 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 Replacement Supplier and/or Replacement Sub-contractor; or

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

2.9.2 shall apply only where the notification referred to in paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.

2.10 If any such person as is described in paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the

Employment Regulations. The Authority 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.

2.12 Subject to paragraph 2.13, the Authority 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:

2.12.1 any act or omission of the 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;

2.12.2 the breach or non-observance by the 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 Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;

2.12.3 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 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;

2.12.4 any proposal by the 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 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 or otherwise) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.12.5 any statement communicated to or action undertaken by the Replacement Supplier 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;

2.12.6 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 on and 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 his/her employment from the Supplier or Sub-contractor, to the 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 on and after the Service Transfer Date;

2.12.7 a failure of the Replacement Supplier 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

2.12.8 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 Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.13 The indemnities in paragraph 2.12 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.

## Appendix E1 – List of Notified Sub-contractors

## Appendix E2 – Staffing Information

**Employee Information (Anonymised)**

Name of Transferor:

Number of Employees in-scope to transfer:

### 1 Completion notes

1.1 If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.

1.2 This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.

1.3 If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.

| | **EMPLOYEE DETAILS AND KEY TERMS** | | | | | | |
|---|---|---|---|---|---|---|---|
| Details | Job Title | Grade/ band | Work Location | Date of Birth (dd/mm/yy) | Employment status (for example, employee, fixed-term employee, self-employed, agency worker)? | Continuous service date (dd/mm/yy) | Date employment started with existing employer |
| **Emp No 1** | | | | | | | |
| **Emp No 2** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |

| | **EMPLOYEE DETAILS AND KEY TERMS** | | | | | | |
|---|---|---|---|---|---|---|---|
| Details | Contract end date (if fixed term contract or temporary contract) | Contractual notice period | Contractual weekly hours | Regular overtime hours per week | Mobility or flexibility clause in contract? | Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector | Any collective agreements? |
| **Emp No 1** | | | | | | | |
| **Emp No 2** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |
| **Emp No** | | | | | | | |

| | **ASSIGNMENT** | **CONTRACTUAL PAY AND BENEFITS** | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Details | % of working time dedicated to the provision of services under the contract | Salary (or hourly rate of pay) | Payment interval (weekly/ fortnightly/monthly) | Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement) | Pay review method | Frequency of pay reviews | Agreed pay increases | Next pay review date |
| **Emp No 1** | | | | | | | | |
| **Emp No 2** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |

| | **CONTRACTUAL PAY AND BENEFITS** | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Details | Any existing or future commitment to training that has a time-off or financial implication | Car allowance (£ per year) | Lease or company car details | Any other allowances paid (eg shift allowance, standby allowance, travel allowance) | Private medical insurance (please specify whether single or family cover) | Life assurance (xSalary) | Long Term Disability/PHI (% of Salary | Any other benefits in kind |
| **Emp No 1** | | | | | | | | |
| **Emp No 2** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |
| **Emp No** | | | | | | | | |

| | **CONTRACTUAL PAY AND BENEFITS** | | | | | |
|---|---|---|---|---|---|---|
| Details | Annual leave entitlement (excluding bank holidays) | Bank holiday entitlement | Method of calculating holiday pay (ie based on fixed salary only or including entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?) | Maternity or paternity or shared parental leave entitlement and pay | Sick leave entitlement and pay | Redundancy pay entitlement (statutory/enhanced/ contractual/discretionary) |
| **Emp No 1** | | | | | | |
| **Emp No 2** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |

| | **PENSIONS** | | | | | |
|---|---|---|---|---|---|---|
| Details | Employee pension contribution rate | Employer pension contribution rate | Please provide the name of the pension scheme and a link to the pension scheme website | Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993? | If the scheme is not an occupational pension scheme, what type of scheme is it? eg personal pension scheme? | Type of pension provision eg defined benefit (CARE or final salary, and whether a public sector scheme eg CSPS, NHSPS, LGPS etc or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust? |
| **Emp No 1** | | | | | | |
| **Emp No 2** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |

| | **PENSIONS** | | | | | |
|---|---|---|---|---|---|---|
| Details | If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority. | If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement. | If the Employee is in the NHSPS, please provide details of the Direction Letter. | If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability. | Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (eg right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)? | If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when? |
| **Emp No 1** | | | | | | |
| **Emp No 2** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |
| **Emp No** | | | | | | |

| | **PENSIONS** | | | | | |
|---|---|---|---|---|---|---|
| Details | If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority. | If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement. | If the Employee is in the NHSPS, please provide details of the Direction Letter. | If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability. | Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (eg right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)? | If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when? |
| **Emp No** | | | | | | |

| | **OTHER** | | |
|---|---|---|---|
| Details | Security Check Level | Security Clearance Expiry date | Additional info or comments |
| Emp No 1 | | | |
| Emp No 2 | | | |
| Emp No | | | |
| Emp No | | | |
| Emp No | | | |
| Emp No | | | |
| Emp No | | | |

## Schedule 29

## Key Personnel

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 Operational Service Commencement Date (**Key Personnel**).

| Key Role | Name of Key Personnel | Responsibilities/ Authorities | Phase of the project during which they will be a member of Key Personnel | Minimum Period in Key Role |
|---|---|---|---|---|
| Business Director | | Ensures Services meet contractual requirements. R&R: Strategic engagement; oversight of operations; line management of Clarion support functions; driving innovation and efficiency. | | |
| People & Talent Lead | | Maintains the Interpreter pool to meet contract needs, coordinates HR activity for Clarion. R&R: recruitment; onboarding; validation and maintenance of all certifications, registrations, security clearances; maintains records to support effective allocation. | | |
| Head of Legal Services | | Manages Service delivery and personnel day-to-day to achieve and exceed performance targets and quality standards. R&R: Authority key contact; resource management and | | |

| | | | | |
|---|---|---|---|---|
| | | allocation; ensuring effective systems and processes; line managing Clarion team; Interpreter relationships, quality assurance. | | |
| Senior Relationship Manager | | Drives quality standards and improvement in collaboration with CBs and the Authority to meet local needs. R&R: line management of Relationship Managers; identifying and resolving operational and system issues; driving continuous improvement; managing feedback and complaints. | | |
| Relationship Manager | | Delivers contracted Services responsive to stakeholder needs. R&R: Manages the Booking Service; Helpdesk advice and support; deploying Interpreters; liaising with CBs to manage bookings; resolving issues. | | |
| Head of Business Intelligence & Information Security | | Manages data and insights to inform performance and service improvement; and ensures IT systems meet requirements; R&R: Maintain | | |

| | | | | |
|---|---|---|---|---|
| | | and update systems to meet contract requirements; data integrity; data production, analysis and reporting; sector insights and market intelligence. | | |

**Schedule 30**

**NOT USED**

## Schedule 31

## Processing Personal Data

### 1 Data Processing

1.1 This Schedule 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 Schedule shall be with the Authority at its absolute discretion.

1.2 The contact details of the Authority's Data Protection Officer are: REDACTED-s40 personal Information

1.3 The contact details of the Supplier's Data Protection Officer are: REDACTED-s40 personal Information

1.4 The Processor shall comply with any further written instructions provided by a Controller Commissioning Body with respect to Processing undertaken by a Processor on its behalf.

1.5 Any such further instructions shall be incorporated into this Schedule.

| **Description** | **Details** |
|---|---|
| Identity of Controller for each Category of Personal Data | **The Commissioning Bodies are each independently a Controller and the Supplier is Processor acting on behalf of each Commissioning Body.**<br><br>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Commissioning Bodies are Controllers and the Supplier is the Processor of the Personal Data Processed under this Contract. |
| Subject matter of the Processing | The Processing is needed in order to ensure that the Supplier can effectively deliver the Services set out in Schedule 2 (Services Description). |
| Duration of the Processing | The Processing will take place for the duration of the Contract and for the period of time after the end of the contract as described in the tables set out in Appendix E of Schedule 24 (Reports and Records). |
| Nature and purposes of the Processing | The nature of the Processing required for the Supplier to be able to provide the Services includes, but is not limited to, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).<br><br>The purpose of the Processing is to ensure that the Supplier can provide the Services under the Contract. |
| Type of Personal Data being Processed | As set out in the tables set out in Appendix E of Schedule 24 (Reports and Records). |

| | |
|---|---|
| Categories of Data Subject | Suppliers, Interpreters, Assessors, Service End Users, contacts at venues and any other individual required for providing the Services. |
| Plan for return and destruction of the data once the Processing is complete<br><br>**unless** requirement under law to preserve that type of data | The Authority will provide instructions for the return or deletion of data prior to the Termination of the Contract. |
| Locations at which the Supplier and/or its Sub-contractors Process Personal Data under this Contract and international transfers and legal gateway | UK |

**Schedule 32**

**NOT USED**

## Schedule 33

## Commissioning Bodies

### Part 1

| Target audiences |
|---|
| **Commissioning Bodies**<br>• HM Courts and Tribunals Service<br>• Legal Aid Agency<br>• Crown Prosecution Service<br>• MOJ HQ<br>• Office of the Public Guardian<br>• Law Commission<br>• The Children & Family Court Advisory & Support Service<br>• HMPPS (Prisons & Probation)<br>• Official Solicitor and Public Trustee<br>• HM Inspectorate of Probation<br>• HM Inspectorate of Prisons<br>• The Parole Board<br>• Youth Justice Board<br>• Judicial Office |
| **Ministers**<br>• Member of Parliament, Parliamentary Under Secretary of State |

### Part 2

| Body | Type of Body |
|---|---|
| Any executive agency sponsored by the Ministry of Justice other than those listed in Part 1 of this Schedule 33, whether or not it is in existence as at the Effective Date | Executive agencies |
| Any non-departmental public body of the Ministry of Justice, other than those listed in Part 1 of this Schedule 33, whether or not it is in existence as at the Effective Date | Non-departmental public bodies |

| | |
|---|---|
| All Police and Crime Commissioners of England and Wales and their forces | Police and Crime Commissioners and police forces |
| All law enforcement agencies of England and Wales | Law enforcement agencies |
| Legal Ombudsman for England and Wales | Independent ombudsman |
| Official Solicitor and Public Trustee | Independent statutory office holders |
| Community Rehabilitation Companies | Private companies |
| Operators of private prisons | Private companies |
| Other private organisations which provide services in the justice sector | Private companies, charities, etc |
| Victims Commissioner | Independent statutory office holder |
| National Archives | Non-ministerial department and executive agency of the Department for Culture Media and Sport |

## Schedule 34

## Locations

### 1 Access to Authority Locations

1.1 Where the Supplier's Personnel and/or Interpreters are required to have a pass for admission to the Authority Locations, it is the responsibility of the Supplier to provide the appropriate identification in accordance with Schedule 2 (Services Description). Supplier's Personnel and/or Interpreters who cannot produce a proper pass when required to do so by any of the Personnel of the relevant Commissioning Body, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Authority Location or required to leave, upon demand, if already there.

1.2 Each Commissioning Body reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any Authority Location any Supplier Personnel and/or Interpreter whose admission or continued presence would be, in the opinion of the relevant Commissioning Body, undesirable. The decision of the relevant Commissioning Body in the exercise of the right set out in this paragraph 1.2 shall be conclusive and final.

1.3 In the event that the Interpreter whose permission to enter the Authority Location is refused or withdrawn under paragraph 1.2 and was attending the Authority Location with the intention of fulfilling a Booking, that Booking will be treated as Unfulfilled if the Supplier cannot replace such Interpreter by the Booking Start Time unless, in its reasonable opinion, the Authority deems the Commissioning Body acted unreasonably.

### 2 Licence to occupy Authority Locations

2.1 Any Authority Locations made available to the Supplier by a Commissioning Body in connection with the Contract shall be made available to the Supplier and the Supplier's Personnel and/or Interpreters on a non-exclusive licence basis free of charge and shall be used by the Supplier and the Supplier's Personnel and/or Interpreters solely for the purpose of performing its obligations under the Contract. The Supplier and the Supplier's Personnel and/or Interpreters shall have the use of such Authority Locations as licensee and shall vacate the same promptly on request of the relevant Commissioning Body and in any event on termination of the Contract howsoever arising.

2.2 The Supplier shall, on demand, pay for the cost of making good any damage caused by the Supplier or the Supplier's Personnel and/or Interpreters to Authority Locations other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

2.3 The Parties agree that there is no intention on the part of any Commissioning Body to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier's Personnel and/or Interpreters and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the relevant Commissioning Body retains the right at any time to use the Authority Locations in any manner the relevant Commissioning Body sees fit.

### 3 Compliance with policies

While on the Authority Locations, the Supplier shall, and shall ensure that the Supplier's Personnel and/or Interpreters shall, comply with all policies and standards that have been made available to the Supplier in advance and are applicable to the Authority Locations, including but not limited to those relating to health and safety, security, environmental and any other polices or standards specified by the relevant Commissioning Body. The relevant Commissioning Body (as appropriate) shall provide copies of such policies and standards to the Supplier on written request.

## 4 Health and safety

4.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of the Contract. The Authority shall, and shall use its reasonable endeavours to ensure that each other Commissioning Body shall, promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority Locations and/or which may affect the Supplier in the performance of the Contract.

4.2 The Supplier shall notify the relevant Commissioning Body immediately in the event of any incident occurring in the performance of the Contract on the Authority Location where that incident causes any personal injury or damage to property which could give rise to personal injury.

4.3 The Supplier shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc Act 1974 and any other Law relating to health and safety, which may apply to the Interpreters and other persons working on the Authority Locations in the performance of the Contract.

4.4 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to each Commissioning Body on request.

## 5 Security

5.1 The Supplier shall ensure Supplier's Personnel and/or Interpreters must not take any photographs on the Authority Locations unless the relevant Commissioning Body has given prior Approval and a member of the Commissioning Bodies Personnel is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without the relevant Commissioning Body's Approval.

5.2 Each Commissioning Body may at any time carry out a search (which may include physical measures such as photographing and fingerprinting) of any Supplier's Personnel and/or Interpreters and/or their vehicles at any Authority Locations, which shall be conducted in accordance with any rules and conditions applicable to the employees of the relevant Commissioning Body, including in relation to prisons and other secure facilities the Prison Rules 1999 (as amended), the Young Offender Institution Rules 2000 (as amended), the Secure Training Centre Rules 1998 (as amended), The Prison and Young Offender Institution (Amendment) Rules 2021.

5.3 The Supplier shall co-operate with any investigation relating to security which is carried out by a Commissioning Body or by any person who is responsible to a Commissioning Body for security matters, and when required by a Commissioning Body shall:

5.3.1 take all reasonable measures to make any Supplier's Personnel and/or Interpreters identified by a Commissioning Body available to be interviewed by the relevant Commissioning Body, or by a person who is responsible to the relevant Commissioning Body for security matters, for the purposes of the investigation. The Supplier's Personnel and/or Interpreters shall have the right to be accompanied by and to be advised or represented by a third party whose attendance at the interview is acceptable, in the reasonable opinion to the relevant Commissioning Body; and

5.3.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by a Commissioning Body or by a person who is responsible to the relevant Commissioning Body for security matters, for the purposes of the investigation. The relevant Commissioning Body shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Supplier with a copy of any material retained.

5.4 Nothing in the Contract shall be deemed to provide any authorisation to the Supplier in respect of any provision of the Offender Management Act 2007. The Supplier in providing the Services will comply with the provisions of Prison Service Order 1100 as published by the Authority from time to time.

## 6 Locations

The Supplier shall ensure the Supplier's Personnel and/or Interpreters comply with the reasonable requirements of the Commissioning Bodies and/or any other owner or occupier of any Site which is not an Authority Location with regard to the attendance of the Supplier or any of its Personnel or any Interpreters at such premises, including as regards to compliance with health and safety policies, security requirements and rights of access.

## Appendix A

## Authority Locations

### HMCTS Court Locations

| Location Name | Court Address | Postcode |
|---|---|---|
| Aberdeen Tribunal Hearing Centre | AB1, 48 Huntly Street, Aberdeen | AB11 6LT |
| Aberdeen Tribunal Hearing Centre | AB1, 48 Huntly Street, Aberdeen | AB10 1SH |
| Aberystwyth Justice Centre | Y Lanfa, Trefechan | SY23 1AS |
| Aldershot Justice Centre | The Court House, Civic Centre, Wellington Avenue | GU11 1NY |
| Alloa Sheriff Court | 47 Drysdale Street, Alloa | FK10 1JA |
| Amersham Law Courts | King George V Road Amersham Buckinghamshire | HP6 5AJ |
| Arnhem House (Leicester Offices) Floor 1, 2, 5 | Waterloo Way | LE1 6LR |
| Ashford Tribunal Hearing Centre | County Square | TN23 1YB |
| Aylesbury Crown Court | Walton Street, Aylesbury | HP21 7FT |
| Ayr Social Security and Child Support Tribunal | Russell House, Kingstreet, Strathclyde, Aryshire | KA8 0BD |
| Barkingside Magistrates' Court | Cranbrook Road, Ilford | IG6 1HW |
| Barnet Civil and Family Centre | St Mary's Court, Regents Park Road | N3 1BQ |

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| Barnsley Law Courts | The Court House, Westgate | S70 2DW |
| Barnstaple Magistrates, County and Family Court | The law Courts, North Walk, Barnstaple | EX31 1DX |
| Barrow-in-Furness Magistrates and County Court | Abbey Road | LA14 5QX |
| Basildon Combined Court | Regent House, The Gore | SS14 2EW |
| Basildon Magistrates' Court and Family Court | The Court House, Great Oaks | SS14 1EH |
| Basingstoke Law Courts | The Court House, London Road | RG21 4AB |
| Bath Law Courts | The Law Courts, North Parade Road | BA1 5AF |
| Bedford County Court and Family Court | Shire Hall, St. Paul's Square, Bedford | MK40 1SQ |
| Belfast Laganside Court | 45 Donegall Quay | BT1 3LL |
| Benbecula | Caladh Trust, An Caladh East Camp Balivanich, Benbecula | HS7 5LA |
| Berwick | The Voluntary Centre, 5 Tweed Street, Berwick Upon Tweed, Northumberland | TD15 1NG |
| Berwick upon Tweed Magistrates' Court | Church Street | TD15 1DX |
| Beverley Magistrates' Court and Family Court | The Court House, Champney Road, Beverley, East Yorkshire | HU17 9EJ |
| Bexley Magistrates' Court | Norwich Place, Bexleyheath | DA6 7ND |
| Bexleyheath Social Security and Child Support Tribunal | London Bexleyheath 38-46 Avenue Road | DA7 4EG |

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| Birkenhead County Court | 76 Hamilton Street | CH415 EN |
| Birmingham Civil and Family Justice Centre | Priory Courts, 33 Bull Street | B4 6DS |
| Birmingham Crown Court (QEII Law Courts) | Queen Elizabeth II Law Courts, 1 Newton Street | B4 7NA |
| Birmingham Crown Court Annex | 4 Newton Street, Birmingham, | B4 6NE |
| Birmingham Employment Tribunal | Hill Street | B5 4UU |
| Birmingham Magistrates Court | Corporation Street | B4 6QA |
| Birmingham Social Security and Child Support Tribunal | 54 Hagley Road, Edgbaston | B16 8PE |
| Blackburn Family Court | 64 Victoria Street, Blackburn | BB1 6DL |
| Blackburn Magistrates' Court | The Court House, Northgate | BB2 1AA |
| Blackburn Social Security and Child Support Tribunal | Soho Foundry Cicely Lane, Blackburn | BB1 1HQ |
| Blackpool County Court & Family Court | The Law Courts, Civic Centre, Chapel Street | FY1 5RJ |
| Blackpool Magistrates' and Civil Court | Civic Centre, Chapel Street | FY1 5DQ |
| Blackpool Social Security and Child Support Tribunal | 3rd Floor, Prudential House, 2-10 Topping Street, Black | FY1 3AB |
| Blackstones Tribunal Court | London Road | SO15 2AJ |
| Blackwood Civil and Family Court | Hall Street, Gwent | NP12 1NY |

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| Bodmin Law Courts | Launceston Road | PL31 2AL |
| Bolton Combined Court | The Law Courts, Blackhorse Street | BL1 1SU |
| Bolton Social Security and Child Support Tribunal | Bayley House St Georges Square, All Saints Street Bolton Greater Manchester | BL1 2HB |
| Boston Courthouse | Norfolk Street | PE21 6PE |
| Bournemouth Combined Court | Courts of Justice, Deansleigh Road, Bournemouth | BH7 7DS |
| Bournemouth Combined Court | Wessex Fields, Castle Lane East | BH7 7DS |
| Bradford and Keighley Magistrates' Court and Family Court | The Tyrls, Po Box 187 | BD1 1JL |
| Bradford Combined Court Centre | The Law Courts, Exchange Square, Drake Street | BD1 1JA |
| Bradford Tribunal Hearing Centre | Rushton Avenue | BD3 7BH |
| Brentford County and Family Court | Alexandra Road, High Street | TW8 0JJ |
| Bridlington Magistrates' Court and Family Court | The Court House, Quay Road, Bridlington, East Yorkshire | YO16 4EJ |
| Brighton County | William Street | BN2 0RF |
| Brighton County | 1 Edward Street Brighton East Sussex | BN2 0JD |
| Brighton Magistrates' Court | The Law Courts, Edward Street | BN2 0LG |
| Brighton Social Security and Child Support Tribunal | City Gate House, 185 Dyke Road | BN3 1TL |

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| Brighton Tribunal Hearing Centre | City Gate House, 185 Dyke Road | BN3 1TL |
| Bristol Civil and Family Justice Centre | 2 Redcliff Street | BS1 6GR |
| Bristol Crown Court | The Law Courts, Small Street | BS1 1DW |
| Bristol Magistrates' Court and Tribunals Hearing Centre | Marlborough Street, Bristol | BS1 3NU |
| Bromley County Court and Family Court | Court House, College Road | BR1 3PX |
| Bromley Magistrates' Court | 1st Floor Conference Room, 1 London Road, Bromley, Kent | BR1 1RA |
| Burnley Combined Court Centre | The Law Courts, Hammerton Street | BB11 1XD |
| Burnley Magistrates' Court | The Court House, Parker Lane | BB11 2BS |
| Burnley Social Security and Child Support Tribunal(St James' House) | Burnley St James House St James Row | BB11 1LH |
| Bury St Edmunds County Court and Family Court | Triton House, St Andrews Street North | IP33 1TR |
| Caernarfon Justice Centre | Llanberis Road | LL55 2DF |
| Cambridge County Court and Family Court | 197 East Road | CB1 1BA |
| Cambridge Crown Court | The Courthouse, 83 East Road, Cambridge | CB1 1BT |
| Cambridge Magistrates' Court | St Andrews Street | CB2 3AX |
| Campbeltown | Campbeltown Town Hall, 54 Main Street, Campbeltown | PA28 6AB |

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| Cannock Magistrates' Court | Wolverhampton Road, The Court House | WS11 1AT |
| Canterbury Combined Court Centre | The Law Courts, Chaucer Barracks, Chaucer Road | CT1 1ZA |
| Canterbury Magistrates' Court | Broad Street | CT1 2UE |
| Cardiff Civil and Family Justice Centre | 2 Park Street, Cardiff | CF10 1ET |
| Cardiff Crown Court | The Law Courts, Cathays Park, Cardiff | CF10 3PG |
| Cardiff Magistrates' Court and Employment Tribunal | Fitzalan Place, Cardiff | CF24 0RZ |
| Cardiff Social Security and Child Support Tribunal | Cardiff Eastgate House, 35-43, Newport Road | CF24 0AB |
| Carlisle Combined Court | Courts of Justice, Earl Street | CA1 1DJ |
| Carlisle Magistrates' Court | The Court House, Rickergate | CA3 8QH |
| Carmarthen County Court and Tribunal Hearing Centre | Hill House, Picton Terrace, Carmarthen | SA31 3BT |
| Central Criminal Court – Old Bailey | Old Bailey, London | EC4M 7EH |
| Central Family Court (First Avenue House) | First Avenue House, High Holborn | WC1V 6NP |
| Central London County Court | Thomas More Building, Royal Courts of Justice, Strand, London | WC2A 2LL |
| Central London Employment Tribunal (Victory House) | Victory House, 30-34 Kingsway, London | WC2B 6EX |
| Chelmsford County and Family Court | Priory Place, New London Road | CM2 0PP |

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| Chelmsford Crown Court | Po Box 9, New Street | CM1 1EL |
| Chelmsford Justice Centre | Priory Place, New London Road, CM2 0PP | CM2 0PP |
| Chelmsford Magistrates' Court and Family Court | 10 New Street, Chelmsford | CM1 1NT |
| Cheltenham Magistrates' Court | St Georges Road | GL50 3PF |
| Chester Civil and Family Justice Centre | Trident House, Little St John Street | CH1 1SN |
| Chester Crown Court | The Castle | CH1 2AN |
| Chester Magistrates' Court | Grosvenor Street | CH1 2XA |
| Chesterfield County Court | Tapton Lane, Chesterfield | S41 7TW |
| City of London Magistrates' Court | 1 Queen Victoria Street, London | EC4N 4XY |
| Civil National Business Centre | 21-27 St Katharines Street, Northampton | NN1 2LH |
| Clerkenwell and Shoreditch County Court and Family Court | 29-41 Gee Street | EC1V 3RE |
| Colchester Magistrates' Court | St Botolphs Circus, Magdalen Street | CO2 7EF |
| County Court Money Claims Centre | Prince William House, Peel Cross Road, Salford | M5 4RR |
| Court of Protection (First Avenue House) | First Avenue House, High Holborn | WC1V 6NP |
| Court Tribunal Service Centre Stoke | Town Road | ST1 2QB |

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| Coventry Combined Centre | Much Park Street | CV1 2SN |
| Coventry Combined Court Centre | Much Park Street, Coventry | CV1 2SN |
| Coventry Magistrates' Court | Little Park Street | CV1 2SQ |
| Crawley Magistrates' Court | The Court House, County Buildings, Woodfield Road | RH10 8BF |
| Crewe Magistrates and County Court | The Law Courts, Civic Centre | CW1 2DT |
| Crown House (Loughborough offices) | Southfield Road | LE11 2TW |
| Croydon Combined Court | The Law Courts, Altyre Road | CR9 5AB |
| Croydon Magistrates' Court | Barclay Road | CR9 3NG |
| Cwmbran Magistrates' Court | Tudor Road, Cwmbran | NP44 3YA |
| Darlington County Court and Family Court | 4 Coniscliffe Road | DL3 7RL |
| Darlington Magistrates' Court and Family Court | Parkgate | DL3 7RL |
| Dartford County Court and Family Court | Home Gardens | DA1 1DX |
| Derby Combined Court Centre | The Morledge | DE1 2XE |
| Derby Justice Centre | 27 St Mary's Gate, Derby | DE1 3JR |
| Doncaster Justice Centre | College Road, Doncaster | DN1 3HS |
| Doncaster Justice Centre North (Doncaster Magistrates Court) | The Law Courts, College Road | DN1 3HT |

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| Doncaster Justice Centre South (Doncaster Crown Court) | Crown Court Offices, College Road | DN1 3HS |
| Dudley County (and Magistrates) Court | The Court House, The Inhedge | DY1 1RY |
| Dumfries (1) | Cairndale Hotel, Park House Conference Centre, English Street, Dumfries | DG1 2DF |
| Dundee Tribunal Hearing Centre | Endeavour House, Ground Floor, 1 Greenmarket, Dundee | DD1 4QB |
| Dunfermline | St Leonards Parish Church Hall,Woodmill St, Dunfermline | KY11 4JN |
| Durham County and Tribunal Centre | Green Lane, Old Elvet | DH1 3RG |
| Durham Crown Court | The Law Courts, Old Elvet | DH1 3HW |
| Ealing Magistrates' Court | The Court House, Green Man Lane | W13 0SD |
| East Berkshire (Slough) Magistrates' Court | Chalvey Park, Berkshire | SL1 2HX |
| East London Family Court | Westferry Circus (Westferry House), Part Ground, 6th And 7th Floors, 11 Westferry Circus, Canary Wharf, London, E14 4HE | E14 4HD |
| East London Tribunal Hearing Centre (Import Building) | 2 Clove Crescent, East India Dock London | E14 2BE |
| Eastbourne | Traffic Commissioners Office, 4th Floor, Ivy House, Ivy Terrace, Eastbourne | BN21 4QT |
| Edinburgh Employment Tribunal – Melville Street | 54-56 Melville Street, Edinburgh | EH3 7HF |
| Edinburgh Social Security and Child Support Tribunal | Riverside House, 2nd Floor 502 Gorgie Rd, Edinburgh | EH11 3AF |

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| Edmonton County Court and Family Court | Court House, 59 Fore Street | N18 2TN |
| Enfield Social Security and Child Support Tribunal | 288 Southbury Road (Ground Floor) Enfield | EN1 1TR |
| Exeter Combined Court Centre | Southernhay Gardens, Exeter | EX1 1UH |
| Exeter Tribunals (Keble House) | Keble House, Southernhay Gardens, Exeter | EX1 1NT |
| Field House Tribunal Hearing Centre | Breams Building | EC4A 1DZ |
| Folkestone Magistrates' Court | The Law Courts, Castle Hill Avenue | CT20 2DH |
| Fox Court – London (Central) SSCS Tribunal | 4th Floor, Fox Court, 30 Brooke Street, London | EC1N 7RS |
| Fox Court (Social Security and Child Support Tribunal) | 14 Grays Inn Rd | EC1N 7RS |
| Fox Court (War Pensions and Armed Forces Compensation Chamber) | 14 Grays Inn Rd | WC2X 8HN |
| Galashiels | Old Gala House, Scott St, Galashiels | TD1 3JS |
| Gateshead Law Courts (Gateshead Magistrates and County) | Warwick Street | NE8 1DT |
| Glasgow Tribunals Centre | 20 York Street, Glasgow | G2 8GT |
| Gloucester and Cheltenham County and Family Court | Kimbrose Way, Gloucester Docks | GL1 2DE |
| Gloucester Crown Court | Shire Hall, Westgate Street | GL1 2TS |

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| Gloucestershire Family and Civil Court | Kimbrose Way, Gloucester Docks | GL1 2DE |
| Great Yarmouth Magistrates' Court and Family Court | North Quay, The Court House | NR30 1PW |
| Greenock | Tontine Hotel, 6 Ardgowan Square, Greenock | PA16 8NG |
| Grimsby Combined Court Centre | Town Hall Square | DN31 1HX |
| Grimsby Magistrates' Court and Family Court | Victoria Street | DN31 1NH |
| Guildford Crown Court | Bedford Road | GU1 4ST |
| Guildford Law Courts | The Law Courts, Mary Road | GU1 4PS |
| Hamilton Social Security and Child Support Tribunal | Hamilton Brandon Gate Leechlea Road | ML3 6AU |
| Harmondsworth Tribunal Hearing Centre | Colnbrook Bypass | UB7 0HB |
| Harrogate Justice Centre | The Court House, Victoria Avenue | HG1 1EL |
| Harrow Crown Court | Hailsham Drive | HA1 4TU |
| Hastings Law Courts | The Law Courts, Bohemia Road | TN34 1QX |
| Hatfield Magistrates' Court | Comet Way | AL10 9SJ |
| Hatton Cross Tribunal Hearing Centre | York House And Wellington House, 2-3 Dukes Green, Feltham, Middlesex | TW14 0LS |
| Havant Justice Centre | The Court House, Elmleigh Road | PO9 2AL |

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| Havant Justice Centre | The Court House, Elmleigh Road, Havant, Portsmouth, PO9 2AL | PO9 2AL |
| Haverfordwest County and Family | Penffynnon, Hawthorn Rise, Haverfordwest | SA61 2AX |
| Haverfordwest Magistrates' Court | Penffynnon, Hawthorn Rise | SA61 2AZ |
| Hendon Magistrates' Court | The Court House, The Hyde | NW9 7BY |
| Hereford Crown Court | Shire Hall, St Peter's Square | HR1 2HX |
| Hereford Justice Centre | Hereford Justice Centre, Bath Street, Hereford | HR1 2HE |
| Hertford County Court and Family Court | The Shire Hall.  Fore Street | SG14 1BY |
| High Wycombe Law Courts | The Law Courts, Easton Street | HP11 1LR |
| Highbury Corner Magistrates' Court | Holloway Road | N7 8JA |
| Horsham Law Courts | The Law Courts, Hurst Road | RH12 2ET |
| Hove Trial Centre | The Court House, Lansdowne Road | BN3 3BN |
| Huddersfield County Court and Family Court | Queensgate House, Queensgate | HD1 2RR |
| Hull and Holderness Magistrates' Court and Hearing Centre | The Law Courts, Market Place, Kingston-Upon-Hull, East Yorkshire | HU1 2AD |
| Hull Tribunal Hearing Centre | Alfred Gelder Street, Off High Street | HU1 1UY |
| Huntingdon Law Courts | Walden Road | PE29 3DW |
| Inner London Crown Court | Sessions House, Newington Causeway | SE1 6AZ |

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| Inverness Social Security and Child Support Tribunal (Inverness Justice Centre) | Inverness Justice Centre, Longman Road, Inverness | IV1 1AH |
| Ipswich County Court and Family Hearing Centre | 8 Arcade Street | IP1 1EJ |
| Ipswich Crown Court | 1 Russell Road, Ipswich | IP1 2AG |
| Ipswich Magistrates' Court | Elm Street | IP1 2AP |
| Isle of Wight Combined (and Magistrates) Court | Quay Street, Newport | PO30 5YT |
| Isles of Scilly Magistrates Court | Old Wesleyan Chapel, Garrison Lane, St Mary's, Isles of Scilly | TR21 0JD |
| Isleworth Crown Court | Ridgeway Road | TW7 5LP |
| Kidderminster Magistrates Court | Comberton Place, Kidderminster | DY10 1QQ |
| Kilmarnock | Grand Hall, 9 Green Street, Kilmarnock | KA1 3BN |
| King's Lynn Crown Court | St Margaret's Place, College Lane | PE30 1PQ |
| King's Lynn Magistrates' Court and Family Court/SSCS | St Margaret's Place, College Lane | PE30 1PQ |
| Kingston upon Thames County Court | St James Road | KT1 2AD |
| Kingston upon Thames Crown Court | Penrhyn Road | KT1 2AD |
| Kingston-upon-Hull Combined Court Centre | The Combined Court Centre, Lowgate | HU1 2EZ |
| Kirkcaldy | New Volunteer House, 16 East Fergus Place, Kirkcaldy | KY1 1XT |

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| Kirklees (Huddersfield) Magistrates' Court and Family Court | The Court House, Civic Centre, High Street | HD1 2NW |
| Kirkwall | St Magnus Centre, Palace Road, Kirkwall | KW15 1PA |
| Lancaster Courthouse (Magistrates and County Court) | George Street | LA1 1XZ |
| Lancaster Crown Court | The Castle, Castle Park | LA1 1YJ |
| Land Registration – Alfred Place | Alfred Place, London | WC1E 7LR |
| Lavender Hill Magistrates' Court | 176A Lavender Hill London | SW11 1JU |
| Leeds Civil Family Hearing Centre | East Parade, Coverdale House | LS1 2BH |
| Leeds Combined Court Centre | The Court House, 1 Oxford Row | LS1 3BG |
| Leeds District Probate Registry | Leeds York House 31-36 York Place | LS1 2ED |
| Leeds Employment Tribunal | 4th floor, City Exchange, 11 Albion Street, LS1 5ES | LS1 5ES |
| Leeds Magistrates' Court and Family Court | Westgate | LS1 3BY |
| Leeds Social Security and Child Support Tribunal | Leeds York House 31-36 York Place | LS1 2ED |
| Leicester Combined Court | 90 Wellington Street, Leicester | LE1 6HG |
| Leicester Magistrates' Court | Pocklingtons Walk | LE1 6BT |
| Leicester Tribunal Hearing Centre | New Walk | LE1 6TE |

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| Lerwick | Isleburgh Community Centre, King Harold St, Lerwick, Shetland | ZE1 0EQ |
| Lewes Combined Court Centre | The Law Courts, High Street | BN7 1YB |
| Lewis | Bayhead Bridge Centre, 1 Lamont Lane, Bayhead, Stornoway, Isle of Lewis | HS1 2EB |
| Leyland Family Hearing Centre | Lancaster Gate, Leyland | PR25 2EX |
| Lincoln County Court and Family Court | 360 High Street | LN5 7PS |
| Lincoln Crown Court | The Castle Courthouse, Castle Hill | LN1 3GA |
| Lincoln Magistrates' Court | High Street | LN5 7QA |
| Liverpool Civil and Family Court | 35, Vernon Street, City Square | L2 2BX |
| Liverpool QEII Law Courts: Liverpool and Knowsley Magistrates Court | Qeii Law Courts, Derby Square | L2 1XA |
| Liverpool QEII Law Courts: Liverpool Crown Court | Qeii Law Courts, Derby Square | L2 1XA |
| Liverpool QEII Law Courts: Liverpool District Probate Registry | Qeii Law Courts, Derby Square | L2 1XA |
| Liverpool Social Security and Child Support Tribunal | Prudential Building, 36 Dale Street, Liverpool | L2 5UZ |
| Llandrindod Wells Magistrates' and Family Court | Noyadd Parks | LD1 5DF |
| Llandudno Magistrates' Court | The Court House, Conwy Road, Llandudno | LL30 1GA |

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| Llanelli Law Courts | Court Buildings, Town Hall Square, Llanelli | SA15 3AW |
| London (South) Employment Tribunal – Croydon Montague Court | London Road | CR0 2RF |
| London Probate Department (First Avenue House) | First Avenue House, High Holborn | WC1V 6NP |
| Loughborough Magistrates' Court | Pinfold Gate | LE11 1AZ |
| Luton and South Bedfordshire Magistrates' Court | Stuart Street, Luton | LU1 5BL |
| Luton Crown Court | George Street | LU1 2AA |
| Luton Justice Centre | Floors 4 & 5, Arndale House, The Mall, Luton | LU1 2TH |
| Maidstone Combined Court Centre | The Law Courts, Barker Road | ME16 8EQ |
| Maidstone Magistrates' Court | The Court House, Palace Avenue | ME15 6LL |
| Manchester Civil Justice Centre (Civil and Family Courts) | 1 Bridge Street West | M60 9DJ |
| Manchester Crown Court (Crown Square) | Courts of Justice, Crown Square | M3 3FL |
| Manchester Crown Court (Minshull St) | The Court House, Minshull Street | M1 3FS |
| Manchester Employment Tribunal | Parsonage | M3 2JA |
| Manchester Magistrates' Court | Crown Square, Manchester, Greater Manchester | M60 1PR |
| Manchester Tribunal Hearing Centre | Piccadilly Plaza | M1 4AH |

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| Mansfield Magistrates' and County Court | Rosemary Street | NG19 6EE |
| Margate Magistrates' Court (and Thanet County) | The Court House, Cecil Square | CT9 1RL |
| Mayor's and City of London Court | Guildhall Buildings, Basinghall Street, London | EC2V 5AR |
| Medway (Chatham) Magistrates' Court | The Court House, 9-11 The Brook, Chatham | ME4 4JZ |
| Medway County Court and Family Court | 47-67 High Street Chatham Kent | ME4 4DW |
| Medway County Court and Family Court | Gun Wharf, Dock Road, Chatham, Kent | ME4 4AR |
| Merthyr Tydfil Combined Court Centre | Glebeland Place, Castle Street | CF47 8BH |
| Mid and South East Northumberland Law Courts (Bedlington) | Schalkesmuhle Road | NE22 7LX |
| Milton Keynes County Court and Family Court | 351 Silbury Boulevard, Witan Gate East | MK9 2DT |
| Milton Keynes Magistrates' Court and Family Court | Silbury Boulevard | MK9 2AJ |
| Mold Justice Centre (Mold Law Courts) | The Law Courts, Shirehall, Civic Centre | CH7 1AE |
| Newcastle Civil & Family Courts and Tribunals Centre | Barras Bridge, Newcastle-Upon-Tyne | NE99 1NA |
| Newcastle Civil & Family Courts and Tribunals Centre | Barras Bridge, Newcastle-Upon-Tyne | NE1 8QF |
| Newcastle District Probate Registry | Central Lofts Building, Alfred Wilson House, Waterloo Street | NE1 4DR |

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| Newcastle Moot Hall | The Moothall, Castlegarth | NE1 1RQ |
| Newcastle upon Tyne Crown Court and Magistrates' Court | The Law Courts, Quayside | NE1 3LA |
| Newcastle upon Tyne Magistrates' Court | Market Street | NE1 6XA |
| Newport (South Wales) County Court and Family Court | The Concourse, Clarence House, Clarence Square, Newport | NP19 7AA |
| Newport (South Wales) Crown Court | The Law Courts, Faulkner Road, Newport | NP20 4PR |
| Newport (South Wales) Immigration and Asylum Tribunal | Langstone Business Park, Chepstow Road, Newport | NP18 2LX |
| Newport (South Wales) Magistrates' Court | Newport Magistrates Court, Usk Way, Newport. | NP20 2GE |
| Newton Abbot Magistrates' Court | The Court House, Newfoundland Way | TQ12 1NG |
| Newton Aycliffe Magistrates' Court | Central Avenue | DL5 5RT |
| North Shields County Court and Family Court | 2nd Floor, Kings Court, Earl Grey Way, Royal Quays | NE29 6AR |
| North Somerset Courthouse | Worle Magistrates, The Hedges, St Georges, Weston-Super-Mare | BS22 7BB |
| North Staffordshire Justice Centre – Magistrates | Ryecroft | ST5 2AA |
| North Staffordshire Justice Centre/Newcastle-Under-Lyme Magistrates Court | Ryecroft | ST5 2AA |
| North Tyneside Magistrates' Court | Tynemouth Road, The Court House | NE30 1AG |

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| Northampton Combined Court | 85 – 87 Lady's Lane, Northampton | NN1 3HQ |
| Northampton Magistrates' Court | Campbell Square | NN1 3EB |
| Northampton Social Security and Child Support Tribunal (St Katherine's House) | St Katherine's Street, St Katherine's House | NN1 2LX |
| Norwich Combined Court Centre | The Law Courts, Bishopgate | NR3 1UR |
| Norwich Magistrates' Court | The Courthouse, Bishopgate | NR3 1UP |
| Norwich Social Security and Child Support Tribunal | The Old Bakery, 115 Queens Road | NR1 3PL |
| Nottingham County Court and Family Court (and Crown) | Canal Street | NG1 7EJ |
| Nottingham Magistrates' Court/Nottingham Justice Centre | Carrington Street | NG2 1EE |
| Nuneaton County Court | Warwickshire Justice Centre, Vicarage Street, Nuneaton | CV11 4JU |
| Oban | The Corran Halls, 54 The Esplanade, Oban | PA34 5AB |
| Oxford and Southern Oxfordshire Magistrates' Court | Speedwell Street | OX1 1RZ |
| Oxford Combined Court Centre | St Aldates | OX1 1TL |
| Peterborough Combined Court Centre | Crown Buildings, Rivergate | PE1 1EJ |
| Peterborough Magistrates' Court | The Court House, Bridge Street | PE1 1ED |

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| Peterlee Magistrates' Court | St Adrians Way | SR8 1QR |
| Plymouth (St Catherine's House) | St Catherine's House, 5 Notte Street Plymouth Devon | PL1 2TT |
| Plymouth Combined Court | The Law Courts, 10 Armada Way | PL1 2ER |
| Plymouth Magistrates' Court | St Andrew Street | PL1 2DP |
| Pontypridd County Court and Family Court | The Court House, Courthouse Street, Pontypridd | CF37 1JR |
| Poole Magistrates' Court | Park Road, The Law Courts | BH15 2NS |
| Port Talbot Justice Centre | Harbourside Road, Port Talbot | SA13 1SB |
| Portsmouth Combined Court Centre | Courts of Justice, Winston Churchill Avenue | PO1 2EB |
| Portsmouth Magistrates' Court | The Law Courts, Winston Churchill Avenue | PO1 2DQ |
| Prestatyn Justice Centre | The Court House, Victoria Road, Prestatyn, Denbigshire | LL19 7TE |
| Preston Combined Court Centre | The Law Courts, Openshaw Place, Ringway | PR1 2LL |
| Preston Crown Court and Family Court (Sessions House) | Sessions House, Lancaster Road | PR1 2PD |
| Preston Magistrates' Court | Lawson Street | PR1 2QT |
| Reading County Court and Family Court | 160-163 Friar Street | RG1 1HE |
| Reading Crown Court | Old Shire Hall, The Forbury | RG1 3EH |
| Reading Magistrates' Court and Family Court | Civic Centre | RG1 7TQ |

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| Reading Tribunal Hearing Centre | Friar Street | RG1 1DX |
| Redditch Magistrates' Court | Gove Street, Redditch | B98 8DB |
| Reedley Family Hearing Centre | The Court House, Colne Road (Junction with Swaledale Avenue), Reedley, Burnley | BB10 2LJ |
| Residential Property Tribunal – Alfred Place | Alfred Place, London | WC1E 7LR |
| Rochdale Social Security and Child Support Tribunal | The Old Post Office (Telegraph House), 2 Esplanade, Rochdale | OL16 1AE |
| Rolls Building, Business and Property Courts of England & Wales | Fetter Lane | EC4A 1NL |
| Romford County Court and Family Court | Oaklands Avenue | RM1 4DP |
| Romford Magistrates' Court (formerly Havering Magistrates' Court) | Main Road, Romford, Essex | RM1 3BH |
| Royal Courts of Justice | Strand, London | WC2A 2LL |
| Salford CTSC | Level 4 Metro 33 Trafford Road Salford | M5 3NN |
| Salisbury Law Courts | Wilton Road | SP2 7EP |
| Scarborough Justice Centre | The Law Courts, Northway | YO12 7AE |
| Sefton Magistrates' Court | Merton Road | L20 3XX |
| Sevenoaks Magistrates' Court and Family Court | The Court House, Morewood Close | TN13 2HU |
| Sheffield Combined Court Centre | 50 West Bar, The Law Courts | S3 8PH |

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| Sheffield Family Hearing Centre | 48 West Bar, Sheffield, South Yorkshire | S3 8PH |
| Sheffield Magistrates' Court | Castle Street | S3 8LU |
| Shrewsbury Crown Court/Shrewsbury Justice Centre | The Court House, Preston Street | SY2 6NX |
| Skipton County Court and Family Court/Skipton Magistrates Court | Otley Street, Court House | BD23 1RH |
| Slough County Court and Family Court | The Law Courts, Windsor Road, Slough | SL1 2HE |
| Slough County Court and Family Court | Chalvey Park, Berkshire, | SL1 2HX |
| Snaresbrook Crown Court | 75 Holly Bush Hill, London | E11 1QW |
| South Tyneside Magistrates (and County) Court | Millbank, Secretan Way, Tyne & Wear | NE33 1RG |
| Southampton Combined Court Centre | The Courts of Justice, London Road | SO15 2XQ |
| Southampton Western Range/Barrack Block | London Road | SO15 2SH |
| Southend Combined Court | The Court House, 80 Victoria Road, Southend On Sea | SS2 6EU |
| Southend Court House: County Court and Family Court and Magistrates Court | The Court House, 80 Victoria Avenue | SS2 6EU |
| Southend Magistrates' Court | The Court House, 80 Victoria Avenue, Southend On Sea, SS2 6EU | SS2 6EU |
| Southwark Crown Court | English Grounds, Battle Bridge Lane | SE1 2HU |
| St Albans Crown Court | The Court Building, Brickett Road | AL1 3JW |

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| St Albans Magistrates' Court | The Civic Centre, St Peter's Street | AL1 3LB |
| St Helens County Court and Family Court | Corporation Street | WA10 1SZ |
| St Helens County Court and Family Court | Corporation Street | WA10 1HT |
| Stafford Combined Court Centre | Victoria Square | ST16 2QQ |
| Staines Law Courts | The Law Courts, Knowle Green, Staines Middlesex | TW18 1XH |
| Stevenage Magistrates' Court | Danesgate | SG1 1XH |
| Stirling Sheriff Court | Viewfield Place, Stirling | FK8 1NQ |
| Stirling Tribunal Hearing Centre | 4th Floor, Wallace House 17-21 Maxwell Place (3rd Floor) | FK8 1JU |
| Stockport County Court, Family Court and Magistrates Court | The Court House, Edward Street | SK1 3NF |
| Stockport County Court, Family Court and Magistrates Court | Edward Street | SK1 3DQ |
| Stoke CTSC | Town Road | ST1 2QB |
| Stoke-on-Trent Combined Court | Bethesda Street, Hanley | ST1 3BP |
| Stranraer | The High Kirk, Leswalt Road, Stranraer | DG9 0AA |
| Stratford Magistrates Court (and Stratford Housing Centre) | The Court House, Ryecroft | E15 4SB |
| Sunderland County, Family, Magistrates and Tribunal Hearings | Gillbridge Avenue | SR1 3AP |

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| Sutton Social Security and Child Support Tribunal (Copthall House) | Sutton Copthall House, 9 The Pavement Grove Road (2nd 3rd & 4th Flrs) | SM1 1DA |
| Swansea Civil Justice Centre | Quay West, Quay Parade | SA1 1SP |
| Swansea Crown Court | The Law Courts, St Helen's Road | SA1 4PF |
| Swansea Magistrates' Court | Grove Place | SA1 5DB |
| Swindon Combined Court | The Law Courts, Islington Street | SN1 2HG |
| Swindon Magistrates' Court | Princes Street | SN1 2JB |
| Tameside Magistrates' Court | Henry Square | OL6 7TP |
| Taunton Combined Court | Shire Hall | TA1 4EU |
| Taunton Magistrates Court | St John's Road | TA1 4AX |
| Taunton Magistrates' Court, Tribunals and Family Hearing Centre | St John's Road | TA1 4AX |
| Taylor House Tribunal Hearing Centre | Rosebery Avenue | EC1R 4QU |
| Teesside Combined Court Centre | The Combined Centre, Russell Street, Middlesbrough | TS1 2AE |
| Teesside Magistrates' Court | Teesside Justice Centre, Victoria Square, Middlesborough | TS1 2AS |
| Telford County Court And Family Court | Telford Square, Town Centre, Telford, Shropshire | TF34JP |
| Telford Justice Centre | Telford Square, Malinsgate, Telford | TF3 4HX |

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| Thames Magistrates' Court | Bow Road | E3 4DJ |
| Thanet County Court and Family Court | The Court House, 2nd Floor, Cecil Square, Margate | CT9 1RL |
| Torquay and Newton Abbot County Court and Family Court | Court House, The Willows, Nicholson Road | TQ2 7AZ |
| Truro Combined Court | Courts of Justice, Edward Street | TR1 2PB |
| Truro Magistrates' Court | Tremorvah Wood Lane, Mitchell Hill, The Court House | TR1 1HZ |
| Uxbridge County Court and Family Court | 501 Uxbridge Road, Hayes | UB4 8HL |
| Uxbridge Magistrates' Court | Harefield Road, The Court House | UB8 1PQ |
| Wakefield Civil and Family Justice Centre | Mulberry Way, Wakefield | WF1 2QN |
| Wakefield Civil Justice Centre | 1 Mulberry Way | WF1 2QN |
| Walsall County and Family Court | Bridge House, Bridge Street | WS1 1JQ |
| Walsall Magistrates' Court | Stafford Street | WS2 8HA |
| Wandsworth County Court and Family Court | 76-78 Upper Richmond Road, Putney | SW15 2SU |
| Warrington Crown and Magistrates' Court | Legh Street | WA1 1UR |
| Warwick Combined Court | Warwickshire Justice Centre, Newbold Terrace, Leamington Spa | CV32 4EL |
| Warwickshire (North) Justice Centre | Vicarage Street, Nuneaton | CV11 4JU |
| Warwickshire (South) Justice Centre | Newbold Terrace, Leamington Spa, | CV32 4EL |

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| Watford County Court and Family Court | 3rd Floor Cassiobury House, 11-19 Station Road | WD17 1EZ |
| Watford County Court and Family Court | Royalty House, 10 King Street, Watford | WD18 0BW |
| Watford Tribunal Hearing Centre (Radius House) | Clarendon Road | WD17 1HP |
| Wellingborough Magistrates' Court | The Court House, Midland Road | NN8 1HF |
| Welshpool Magistrates' and County Court | Mansion House, 24 Severn Street, Welshpool | SY21 7UX |
| West Cumbria Courthouse | Hall Park, Ramsey Brow, Workington | CA14 4AS |
| West Hampshire (Southampton) Magistrates' Court | The Avenue | SO17 1EY |
| West London Family Court | Gloucester House, 4 Dukes Green, Feltham, Middlesex | TW14 0LR |
| Westminster Magistrates' Court | Marylebone Road | NW1 5BR |
| Weston-Super-Mare County Court and Family Court | North Somerset Courthouse, The Hedges, St Georges | BS22 7BB |
| Weymouth Combined Court | The Law Courts, Westwey Road | DT4 8BS |
| Wick | Mowatt Room, Assembly Rooms, Sinclair Terrace, Wick | KW1 5AB |
| Wigan and Leigh Courthouse | Darlington Street | WN1 1DW |
| Wigan County Court and Family Court | Darlington Street | WN1 1DW |
| Willesden County Court and Family Court | 9 Acton Lane, Harlesden | NW10 8SB |

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| Willesden Magistrates' Court | High Road | NW10 2DZ |
| Wimbledon Magistrates' Court | The Court House, Alexandra Road | SW19 7JP |
| Winchester Combined Court Centre | The Law Courts, High Street | SO23 9EL |
| Wirral Magistrates' Court | The Sessions Court, Chester Street | CH41 5HW |
| Wolverhampton Combined Court Centre | Pipers Row, Wolverhampton | WV1 3LQ |
| Wolverhampton Magistrates' Court | The Law Courts, North Street | WV1 1RA |
| Wolverhampton Social Security and Child Support Tribunal | Wolverhampton AS, Norwich Union House,31 Waterloo Road | WV1 4DJ |
| Wood Green Crown Court | Woodhall House, Lordship Lane | N22 5LF |
| Woolwich Crown Court and Belmarsh Magistrates Court | 2-4 Belmarsh Road, London | SE28 0EY |
| Worcester Combined Court | Shire Hall, Foregate Street | WR1 1EQ |
| Worcester Justice Centre | Castle Street, Worcester | WR1 3QZ |
| Worthing Law Courts | The Law Courts, Christchurch Road | BN11 1JD |
| Wrexham County & Family Court | The Law Courts, Bodhyfryd, Wrexham | LL12 7BP |
| Wrexham Law Courts | Bodhyfyd, The Law Courts | LL12 7BP |
| Yarl's Wood Immigration and Asylum Hearing Centre | Twinwood Road | MK44 1FD |

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| Yeovil Law Courts | Law Courts Petters Way Yeovil | BA20 1SW |
| York County Court and Family Court | Piccadilly House, 55 Piccadilly | YO1 9WL |
| York Crown Court | The Castle | YO1 9WZ |
| York Magistrates' Court and Family Court | Clifford Street, The Law Courts | YO1 9RE |

**CPS Locations**

| Location Name | Street | City | Country | Postal Code |
|---|---|---|---|---|
| Birmingham Crown Court (CPS) | Birmingham Crown Court, Queen Elizabeth II Law Courts, Newton Street | Birmingham | England | B4 7NA |
| Leeds Combined Court – Crown Court (CPS) | Leeds Combined Court, 1 Oxford Row | Leeds | England | LS1 3BG |
| Bradford Combined Court – Crown Court (CPS) | Bradford Combined Court, The Law Courts Exchange Square, Drake Street | Bradford | England | BD1 1JA |
| Leeds – Magistrates' Court (CPS) | Leeds Magistrates Court, PO Box 97, Westgate | Leeds | England | LS1 3JP |
| Leicester Crown Court (CPS) | Leicester Crown Court, 90 Wellington Street | Leicester | England | LE1 6HG |
| Nottingham Crown Court (CPS) | Nottingham Crown Court, 60 Canal Street | Nottingham | England | NG1 7EJ |
| Wellingborough Magistrates' Court (CPS) | Midland Road, | Wellingborough | England | NN8 1HF |
| Bradford Magistrates' Court – Crime (CPS) | Bradford Magistrates' Court, PO Box 187, The Tyrls | Bradford | England | BD1 1LA |

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| Preston Combined – Crown Court (CPS) | The Castle, | Lancaster | England | LA1 1YJ |
| Wolverhampton Combined Court – Crown Court (CPS) | Wolverhampton Combined Court, Pipers Row | Wolverhampton | England | WV1 3LQ |
| Derby Combined Court Centre (CPS) | The Morledge, | Derby | England | DE1 2XE |
| Birmingham Magistrates' Court – Crime (CPS) | Birmingham Magistrates Court, Victoria Law Courts, Corporation Street | Birmingham | England | B4 6QA |
| Manchester Crown Court (Crown Square) (CPS) | The Crown Court, Crown Square | Manchester | England | M3 3FL |
| Nottingham Magistrates' Court – Crime (CPS) | Nottingham Magistrates' Court, Nottingham Magistrates' Court, Carrington Street | Nottingham | England | NG2 1EE |
| Preston – Magistrates' Court (CPS) | Preston Magistrates Court, 2 Lawson Street | Preston | England | PR1 2QT |
| Manchester City Magistrates' Court – Crime (CPS) | Manchester City Magistrates' Court, Crown Square | Manchester | England | M60 1PR |
| Walsall Magistrates' Court – Crime (CPS) | Walsall Magistrates' Court, Stafford Street | Walsall | England | WS2 8HA |
| Leicester Magistrates' Court – Crime (CPS) | Leicester Magistrates' Court, Pocklingtons Walk | Leicester | England | LE1 6BT |
| Warwickshire Justice Centre – Crime (CPS) | Warwickshire Justice Centre (L Spa), Newbold Terrace | Leamington Spa | England | CV32 4EL |
| Loughborough Magistrates' Court – Crime (CPS) | Loughborough Magistrates' Court, 60 Pinfold Gate | Loughborough | England | LE11 1AZ |
| Worcester Magistrates' Court – Crime (CPS) | Worcester Magistrates Court, Castle Street | Worcester | England | WR1 3QZ |
| Blackburn Magistrates' Court – Crime (CPS) | Blackburn Magistrates' Court, Northgate | Blackburn | England | BB2 1AA |

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| Colmore Gate (CPS) | 2 Colmore Row, | Birmingham | England | B3 2QA |
| Coventry Magistrates' Court – Crime (CPS) | Coventry Magistrates Court, Coventry Magistrates Court, Little Park Street | Coventry | England | CV1 2SQ |
| Lincoln Crown Court (CPS) | Lincoln Crown Court, The Castle, Castle Hill | Lincoln | England | LN1 3GA |
| Lincoln Magistrates' Court – Crime (CPS) | High St, | Lincoln, | England | LN5 7QA |
| Newcastle Crown Court (CPS) | The Moothall, The Moothall | Newcastle Upon Tyne | England | NE1 1RQ |
| Stafford Magistrates' Court – Crime (CPS) | Burton-upon-Trent Magistrates' Court, Horninglow Street | Burton-upon-Trent | England | DE14 1NZ |
| Boston Magistrates' Court – Crime (CPS) | Boston Magistrates' Court, 55 Norfolk Street | Boston | England | PE21 6PE |
| Shrewsbury Crown Court (CPS) | Stafford Crown Court, Victoria Square | Stafford | England | ST16 2QQ |
| Burnley – Magistrates' Court (CPS) | Burnley Magistrates Court, Parker Lane | Burnley | England | BB11 2BS |
| Cannock & Seisden Magistrates' Court – Crime (CPS) | The Court House, Wolverhampton Road | Cannock | England | WS11 1AT |
| Warwickshire Justice Centre (CPS) | Newbold Terrace, | Leamington Spa | England | CV32 4EL |
| Canterbury Crown Court (CPS) | Chaucer Road | Canterbury | England | CT1 1ZA |
| Hudson Quay (CPS) | The Halyard, | Middlesborough | England | TS3 6RT |
| Maidstone Combined Court – Crown Court (CPS) | Maidstone Combined Court, Barker Road | Maidstone | England | ME16 8EQ |

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| Stoke On Trent Combined Court – Crown Court (CPS) | Stoke On Trent Combined Court, Bethesda Street, Hanley | Stoke On Trent | England | ST1 3BP |
| Blackpool Magistrates' Court – Crime (CPS) | Civic Centre, Chapel Street | Blackpool | England | FY1 5DQ |
| Burnley Combined Court – Crown Court (CPS) | Burnley Combined Court, Hammerton Street | Burnley | England | BB11 1XE |
| Eturia House (CPS) | Building 3 Etruria Valley Office Village, Etruria | Stoke on Trent | England | ST1 5RU |
| Telford Magistrates' Court – Crime (CPS) | Telford Magistrates' Court, Telford Square, Malinsgate | Telford | England | TF3 4HX |
| Worcester Combined Court – Crown Court (CPS) | Worcester Combined Court, Shire Hall, Foregate Street | Worcester | England | WR1 1EQ |
| Carlisle Combined Court – Crown Court (CPS) | Carlisle Combined Court, Earl Street | Carlisle | England | CA1 1DJ |
| Huddersfield – Magistrates' Court (CPS) | Kirklees Magistrates' Court and Family Court Hearing Centre, Court House, Civic Centre | Huddersfield | England | HD1 2NW |
| Kettering Magistrates' Court – Crime (CPS) | Kettering Magistrates' Court, London Road | Kettering | England | NN15 7QP |
| Kidderminster Magistrates' Court – Crime (CPS) | Kidderminster Magistrates Court, PO Box 2676, Comberton Place | Kidderminster | England | DY10 1QQ |
| Newcastle Under Lyme Magistrates' Court – Crime (CPS) | Newcastle Under Lyme Magistrates' Court, Ryecroft | Newcastle Under Lyme | England | ST5 2AA |
| Redditch Magistrates' Court – Crime (CPS) | Redditch Magistrates Court, Grove Street | Redditch | England | B98 8DB |
| Warwick Combined Court – Crown Court (CPS) | Warwickshire Justice Centre (Leamington Spa), Newbold Terrace | Leamington Spa | England | CV32 4EL |

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| Wolverhampton Magistrates' Court – Crime (CPS) | Wolverhampton Magistrates' Court, North Street | Wolverhampton | England | WV1 1RA |
| Rose Court (CPS) | 2 Southwark Bridge Road, | London | England | SE1 9HS |
| St Anns Quay (CPS) | 122 Quayside, | Newcastle Upon Tyne | England | NE1 3BD |
| 2 King Edwards Court (CPS) | King Edward Street, | Nottingham | England | NG1 1EL |
| Bolton Combined Court – Crown Court (CPS) | The Law Courts, Blackhorse Street | Bolton | England | BL1 1SU |
| Cambridge Magistrates' Court – Crime (CPS) | Cambridge Magistrates' Court`, 12 St Andrews Street | Cambridge | England | CB2 3AX |
| Central Criminal Court (CPS) | Old Bailey, Old Bailey | London | England | EC4M 7EH |
| Dudley Magistrates' Court – Crime (CPS) | Dudley Magistrates' Court, The Inhedge | Dudley | England | DY1 1RY |
| Jefferson House (CPS) | 27 Park Place, | Leeds | England | LS1 2SZ |
| Manchester Crown Court (Minshull St) (CPS) | Minshull Street | Manchester | England | M1 3FS |
| Newton Aycliffe Magistrates' Court (South Durham) – Crime (CPS) | Newton Aycliffe Magistrates' Court (South Durham), Central Avenue | Newton Aycliffe | England | DL5 5RT |
| Stoke On Trent Magistrates' Court – Crime (CPS) | Stoke On Trent Magistrates' Court, Baker Street, Fenton | Stoke on Trent | England | ST4 3BX |
| Tameside Magistrates' Court – Crime (CPS) | Stockport Magistrates' Court, The Courthouse, Edward Street | Stockport | England | SK1 3NF |
| Woolwich Crown Court (CPS) | Woolwich Crown Court, 2-4 Belmarsh Road, Thamesmead | London | England | SE28 0EY |

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| Black Horse House (CPS) | 8-10 Leigh Road, | Eastleigh | England | SO50 9FH |
| Bolton – Magistrates' Court (CPS) | Bolton Magistrates Court, Le Mans Crescent | Bolton | England | BL1 1UA |
| Cardiff Magistrates' Court – Crime (CPS) | Cardiff Magistrates' Court, Fitzalan Place | Cardiff | Wales | CF24 0RZ |
| Corby Magistrates' Court – Crime (CPS) | Corby Magistrates' Court, Elizabeth Street | Corby | England | NN17 1SH |
| Sevenoaks Magistrates' Court – Crime (CPS) | Sevenoaks Magistrates' Court, Morewood Close | Sevenoaks | England | TN13 2HU |
| Snaresbrook Crown Court (CPS) | Snaresbrook Crown Court, 75 Hollybush Hill | London | England | E11 1QW |
| Sunlight House (CPS) | Quay Street, | Manchester | England | M3 3LU |
| The Gateway (CPS) | Powder Close, | Guildford | England | GU1 1EJ |
| Wigan Magistrates' Court – Crime (CPS) | Wigan Magistrates' Court, Darlington Street | Wigan | England | WN1 1DW |
| Wood Green Crown Court (CPS) | Wood Green Crown Court Woodhall House, Lordship Lane | London | England | N22 5LF |
| York Crown Court (CPS) | York Crown Court, The Castle | York | England | YO1 9WZ |
| 4 South Parade (CPS) | 4 South Parade, | Wakefield | England | WF1 1LR |
| Aberystwyth Magistrates' Court – Crime (CPS) | Llanelli Magistrates' Court, Town Hall Square | Llanelli | Wales | SA15 3AW |
| Aldershot Count Court – Crime (CPS) | Aldershot County & Family Court, Wellington Avenue | Aldershot | England | GU11 1NY |
| Amersham Law Courts (Magistrates') – Crime (CPS) | Amersham Court House, King George 5th Road | Amersham | England | HP6 5AJ |
| Andover Magistrates' Court – Crime (CPS) | The Magistrates' Court Pencester Rd, Pencester Rd | Dover | England | CT16 1BS |

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| Aylesbury Crown Court (CPS) | Walton Street | Aylesbury | England | HP21 7QZ |
| Aylesbury Magistrates' Court – Crime (CPS) | Aylesbury Magistrates' Court, Walton Street | Aylesbury | England | HP21 7QZ |
| Banbury Magistrates' Court – Crime (CPS) | Banbury Magistrates' Court, Warwick Road | Banbury | England | OX16 1AZ |
| Barkingside Magistrates' Court – Crime (CPS) | Romford Magistrates' Court, 19 Main Road | Romford | England | RM1 3BH |
| Barrow Magistrates' Court – Crime (CPS) | Kendal Magistrates' Court, Burneside Road | Kendal | England | LA9 4TJ |
| Bedford Magistrates' Court – Crime (CPS) | Bedford Magistrates' Court, 3 – 5 St Paul's Square | Bedford | England | MK40 1SQ |
| Beverley Magistrates' Court – Crime (CPS) | Beverley Magistrates' Court, Champney Road | Beverley | England | HU17 9EJ |
| Bicester Magistrates' Court – Crime (CPS) | Bicester Magistrates' Court, Waverley House, Queens Avenue | Bicester | England | OX26 2NZ |
| Blackfriars Crown Court (CPS) | Blackfriars Crown Court, 1-15 Pocock Street | London | England | SE1 0BT |
| Brentford Magistrates' Court – Crime (CPS) | Uxbridge Magistrates' Court, Harefield road | Uxbridge | England | UB8 1PQ |
| Bridlington Magistrates' Court – Crime (CPS) | Bridlington Magistrates' Court, Quay Road | Bridlington | England | YO16 4EJ |
| Brighton Magistrates' Court – Crime (CPS) | Brighton Magistrates' Court, Edward Street | Brighton | England | BN2 0LG |
| Bristol Magistrates' Court – Crime (CPS) | Bristol Magistrates' Court, Marlborough Street | Bristol | England | BS1 3NU |
| Burton upon Trent Magistrates' Court (CPS) | Burton upon Trent Magistrates Court, Horninglow Street | Burton upon Trent | England | DE14 1NZ |
| Bury & Rochdale Magistrates' Court – Crime (CPS) | Bury Magistrates' Court, Tenters Street | Bury | England | BL9 0HX |

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| Bury St Edmunds Magistrates' Court – Crime (CPS) | Bury St Edmunds Magistrates' Court, Shirehall, Honey Hill | Bury St Edmunds | England | IP33 1HF |
| Buxton Magistrates' Court – Crime (CPS) | Peak Buildings, Terrace Road | Buxton | England | SK17 6DY |
| Caernarfon Crown Court (CPS) | Caernarfon Criminal Justice Centre, Llanberis Road | Caernarfon | Wales | LL55 2DF |
| Canterbury Magistrates' Court – Crime (CPS) | Canterbury Magistrates' Court, Broad Street | Canterbury | England | CT1 2UE |
| Capital Tower (CPS) | 20th flr Capital Hse, Greyfriars Rd | Cardiff | Wales | CF10 3PL |
| Cardiff Magistrates' Court Video Link (CPS) | Lavender Hill Magistrates' Court, 176A Lavender Hill | London | England | SW11 1JU |
| Carmelite House (CPS) | St James Court, Whitefriars | Norwich | England | NR3 1SL |
| Chatham Magistrates' Court (Medway) – Crime (CPS) | Chatham Magistrates' Court, The Brook, Medway | Chatham | England | ME4 4JZ |
| Chelmsford Crown Court (CPS) | Chelmsford Crown Court, New Street | Chelmsford | England | CM1 1EL |
| Cheltenham Magistrates' Court – Crime (CPS) | Cheltenham Magistrates' Court, St Georges Road | Cheltenham | England | GL50 3PF |
| Chester Crown Court (CPS) | Chester Crown Court, The Castle | Chester | England | CH1 2AN |
| Chichester Magistrates' Court – Crime (CPS) | Chichester Magistrates' Court, 6 Market Avenue | Chichester | England | PO19 1YE |
| Chorley Magistrates' Court – Crime (CPS) | Leyland Courthouse, Lancastergate | Leyland | England | PR25 2EX |
| City Gate House (CPS) | 185 Dyke Road, | Hove | England | BN3 1TL |
| City Of London Magistrates' Court – Crime (CPS) | City Of London Magistrates' Court, 1 Queen Victoria Street | London | England | EC4N 4YA |

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| County House (CPS) | 100 New London Road, | Chelmsford | England | CM2 0RG |
| Court of Protection (CPS) | court of protection, first avenue house 42-49 high holborn, | London | England | WC1V 6NP |
| Crawley Magistrates' Court – Crime (CPS) | Crawley Magistrates' Court, Woodfield Road | Crawley | England | RH10 2AD |
| Crewe Magistrates' Court – Crime (CPS) | Crewe Magistrates' Court, Civic Centre | Crewe | England | CW1 2DF |
| Crown House (CPS) | Winston Churchill Avenue, | Portsmouth | England | PO1 2PJ |
| Darlington Magistrates' Court – Crime (CPS) | Darlington Magistrates' Court, Parkgate | Darlington | England | DL3 7RG |
| Dewsbury Magistrates' Court – Crime (CPS) | Kirklees Magistrates' Court, Civic Centre | Huddersfield | England | HD1 2NH |
| Doncaster Crown Court (CPS) | Crown Court Offices, College Road | Doncaster | England | DN1 3HS |
| Dover Magistrates' Court – Crime (CPS) | Dover Magistrates' Court, Pencester Road | Dover | England | CT16 1BS |
| Drummond Gate (CPS) | 1 Drummond Gate, Pimlico | London | England | SW1V 2QZ |
| Earle House (CPS) | Colonial Street, | Kingston-upon-Hull | England | HU2 8JY |
| Eaton Court (CPS) | 112 Oxford Rd, | Reading | England | RG1 7LL |
| Edmund Street (CPS) | 140-146 Edmund Streeet, | Birmingham | England | B3 2JQ |
| Emlyn Hughes House (CPS) | Abbey Road, | Barrow in Furness | England | LA14 5QY |
| Exeter Magistrates' Court – Crime (CPS) | Exeter Magistrates' Court, Heavitree Road | Exeter | England | EX1 2LZ |

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| Foss House (CPS) | 1-2 Peasholme Green, | York | England | YO1 7PR |
| Fox Talbot House (CPS) | Bellinger Close, Malmesbury Road | Chippenham | England | SN15 1BN |
| Gemini One (CPS) | Oxford Bus.  Park North, Garsington Road | Cowley | England | OX4 2LL |
| Gloucester Crown Court (CPS) | Gloucester Crown Court, Longsmith Street | Gloucester | England | GL1 2TS |
| Grantham Magistrates' Court – Crime (CPS) | Grantham Magistrates' Court, Harlaxton Road | Grantham | England | NG31 7SB |
| Greenfield House (CPS) | 32 Scotland Street, | Sheffield | England | S3 7DQ |
| Grimsby Magistrates' Court – Crime (CPS) | Grimsby Magistrates' Court, Victoria Street | Grimsby | England | DN31 1NH |
| Guildford Crown Court (CPS) | Guildford Crown Court, Bedford Road | Guildford | England | GU1 4ST |
| Gwent Magistrates' Court – Crime (CPS) | Newport Magistrates' Court, Usk Way | Newport | Wales | NP20 3GE |
| Hammersmith Magistrates' Court – Crime (CPS) | Hammersmith Magistrates' Court, 181 Talgarth Road, Hammersmith | London | England | W6 8DN |
| Harrogate Magistrates' Court – Crime (CPS) | Skipton Magistrates' Court, The Courthouse, Otley Street | Skipton | England | BD23 1RH |
| Harrow Crown Court (CPS) | Harrow Crown Court, Hailsham Drive | Harrow | England | HA1 4TU |
| Harwich Magistrates' Court – Crime (CPS) | Hendon Magistrates' Court, The Court House, The Hyde | London | England | NW9 7BY |
| Hatfield Magistrates' Court – Crime (CPS) | Hatfield Magistrates’ Court – Crime, Comet Way | Hatfield | England | AL10 9SJ |
| Haverfordwest Magistrates' Court – Crime (CPS) | Haverfordwest Magistrates' Court, Penffynnon, Hawthorn Rise | Haverfordwest | Wales | SA61 2AX |

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| Hertford Magistrates' Court – Crime (CPS) | Hertford Magistrates' Court, The Shire Hall, 15 Fore Street | Hertford | England | SG14 1DH |
| High Wycombe Magistrates' Court – Crime (CPS) | High Wycombe Magistrates' Court, Easton Street | High Wycombe | England | HP11 1LR |
| Inner London Crown Court (CPS) | Inner London Crown Court, Sessions House, Newington Causeway | London | England | SE1 6AZ |
| International Justice & Organised Crime Division (CPS) | Rose Court, 2 Southwark Bridge | London | United Kingdom | SE1 9HS |
| Ipswich Crown Court (CPS) | The Courthouse, 1 Russell Road | Ipswich | England | IP1 2AG |
| Ipswich Magistrates' Court – Crime (CPS) | West Suffolk Magistrates' Court, Shire Hall, Honey Hill | Bury St Edmunds | England | IP33 1HF |
| Isle of Wight Magistrates' Court – Crime (CPS) | Isle of Wight Magistrates' Court, Quay Street | Newport | England | PO30 5BB |
| Isleworth Crown Court (CPS) | Isleworth Crown Court, 36 Ridgeway Road | Isleworth | England | TW7 5LP |
| Kingston Upon Thames Crown Court (CPS) | Kingston Upon Thames Crown Court, 6-8 Penryn Road | Kingston Upon Thames | England | KT1 2BB |
| Lancaster Magistrates' Court – Crime (CPS) | Lancaster Magistrates' Court, George Street | Lancaster | England | LA1 1XZ |
| Lewes Combined Court Centre – Crown Court (CPS) | Hove Trial Centre, Lansdowne Road | Hove | England | BN3 3BN |
| Liverpool City Magistrates' Court (CPS) | Liverpool City Magistrates' Court (Dale Street), 107 – 111 Dale Street | Liverpool | England | L2 2JD |
| Liverpool City Magistrates' Court (Victoria St) – Crime (CPS) | Liverpool City Magistrates' Court (Victoria St), 57 – 71 Victoria Street | Liverpool | England | L1 6DE |

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| Liverpool Crown Court (CPS) | QEII Law Courts, Derby Square | Liverpool | England | L2 1XA |
| Llandudno Magistrates' Court – Crime (CPS) | Llandudno Magistrates' Court, Conwy Road | Llandudno | Wales | LL30 1GA |
| Llanelli Magistrates' Court – Crime (CPS) | Llanelli Magistrates' Court, Townhall Square | Llanelli | Wales | SA15 3AW |
| Longbrook House (CPS) | New North Road, | Exeter | England | EX4 4GL |
| Luton Crown Court (CPS) | Luton Crown Court, 7/9 George Street | Luton | England | LU1 2AA |
| Luton Magistrates' Court – Crime (CPS) | Luton Magistrates' Court, Stuart Street | Luton | England | LU1 1RE |
| Macclesfield Magistrates' Court – Crime (CPS) | Macclesfield Magistrates' Court, 6/8 Hibel Road | Macclesfield | England | SK10 2AB |
| Maidenhead Magistrates' Court – Crime (CPS) | Maidenhead Magistrates' Court, Bridge Road | Maidenhead | England | SL6 8DG |
| Maidstone Magistrates' Court – Crime (CPS) | Maidstone Magistrates' Court, Palace Avenue | Maidstone | England | ME15 6LL |
| Margate Magistrates' Court – Crime (CPS) | Margate Magistrates' Court, Cecil Square | Margate | England | CT9 1RL |
| Mayor's and City of London Court (CPS) | Guildhall Buildings, Basinghall Street | London | England | EC2V 5AR |
| Merthyr Tydfil Combined Court – Crown Court (CPS) | Merthyr Tydfil Combined Court, Glebeland Place, Castle Street | Merthyr Tydfil | Wales | CF47 8BH |
| Neath Magistrates' Court – Crime (CPS) | Neath Magistrates' Court, Fairfield Way | Neath | Wales | SA11 1RJ |
| Newbury Magistrates' Court – CRIME (CPS) | Newbury Magistrates' Court – CRIME, The Court House, Mill Lane | Newbury | England | RG14 5QS |
| Newcastle Magistrates' Court – Crime (CPS) | Newcastle Magistrates' Court – The Quayside | Newcastle upon Tyne | England | NE1 3LA |

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| Newton Abbot Magistrates' Court – Crime (CPS) | Newton Abbot Magistrates' Court, Newfoundland Way | Newton Abbot | England | TQ12 1NG |
| Northallerton Magistrates' Court – Crime (CPS) | Northallerton Magistrates' Court, 3 Racecourse Lane | Northallerton | England | DL7 8QZ |
| Nuneaton Magistrates' Court – Crime (CPS) | Warwickshire Justice Centre (Nuneaton), Vicarage Street | Nuneaton | England | CV11 4JU |
| Oldham Magistrates' Court – Crime (CPS) | Oldham Magistrates' Court, St Domingo Place, West Street | Oldham | England | OL1 1QE |
| Oxford Magistrates' Court – Crime (CPS) | Oxford Magistrates' Court, Speedwell Street | Oxford | England | OX1 1RZ |
| Penhaligon House (CPS) | Green Street, | Truro | England | TR1 1DZ |
| Peterlee Magistrates' Court – Crime (CPS) | Peterlee Magistrates' Court, St Aidans Way | Peterlee | England | SR8 3QR |
| Plymouth Magistrates' Court – Crime (CPS) | Plymouth Magistrates' Court, St Andrew Street | Plymouth | England | PL1 2DP |
| Pontypridd Magistrates' Court – Crime (CPS) | Pontypridd Magistrates' Court, Union Street | Pontypridd | Wales | CF37 1SD |
| Poole Magistrates' Court – Crime (CPS) | Park Road | Poole | England | BH15 2NS |
| Princes Court (CPS) | 34 York Road, | Leicester | England | LE1 5TU |
| Queens House (CPS) | 58 Victoria Street, | St Albans | England | AL1 3HZ |
| Reading Crown Court (CPS) | Reading Crown Court, Old Shire Hall, The Forbury | Reading | England | RG1 3EH |
| Riding Gate House (CPS) | 37 Old Dover Road, | Canterbury | England | CT1 3JG |
| Rochdale Magistrates' Court – Crime (CPS) | Bury and Rochdale Magistrates' Court, Tenter's Street | Bury | England | BL9 0HX |
| Salford Magistrates' Court – Crime (CPS) | Manchester and Salford Magistrates' Court, Crown Square | Manchester | England | M60 1PR |

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| Salisbury Law Courts – Crown Court (CPS) | The Law Courts, Winchester Crown Court | Winchester | England | SO23 9EL |
| Sandwell Magistrates' Court (Oldbury) – Crime (CPS) | Sandwell Magistrates Court (Oldbury), Oldbury Ringway | Oldbury | England | B69 4JN |
| Scarborough Magistrates' Court (CPS) | The Law Courts, Northway | Scarborough | England | YO12 7RE |
| Scunthorpe Magistrates' Court – Crime (CPS) | Scunthorpe Court Centre, Laneham Street | Scunthorpe | England | DN15 6JY |
| Shrewsbury Magistrates' Court – Crime (CPS) | Shrewsbury Magistrates' Court, Preston Street | Shrewsbury | England | SY2 5NX |
| Skegness Courthouse (CPS) | Park Avenue , | Skegness | England | PE25 1BH |
| Slough Magistrates' Court – Crime (CPS) | Slough Magistrates' Court, Law Courts, Chalvey Park | Off Windsor Road | England | SL1 2HJ |
| Solihull Magistrates' Court – Crime (CPS) | Solihull Magistrates' Court, Solihull Magistrates' Court, 83 Homer Road | Solihull | England | B91 3RD |
| South East Northumberland Magistrates' Court – Crime (CPS) | South East Northumberland Magistrates' Court, Schalkesmuhle Road | Bedlington | England | NE22 7LX |
| South Sefton Magistrates' Court (Bootle) – Crime (CPS) | South Sefton Magistrates' Court, Merton Road | Bootle | England | L20 3XX |
| Southampton Magistrates' Court – Crime (CPS) | Southampton Magistrates' Court, 100 The Avenue | Southampton | England | SO17 1EY |
| Southend Crown Court (CPS) | The Court House, 80 Victoria Avenue | Southend-On-Sea | England | SS2 6EG |
| Southern House (CPS) | Wellesley Grove, | Croydon | England | CR9 1DY |

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| Southwark Crown Court (CPS) | Southwark Crown Court, 1 English Grounds, Battlebridge Lane | London | England | SE1 2HU |
| Special Crime Division York | 2 Southwark Bridge Road | London | England | SE1 9HS |
| St Albans Crown Court (CPS) | St Albans Crown Court, Bricket Road | St Albans | England | AL1 3JY |
| St Albans Magistrates' Court – Crime (CPS) | St Albans Magistrates' Court, St Peters Street | St Albans | England | AL1 3JW |
| St Helens Magistrates' Court – Crime (CPS) | St Helens Magistrates' Court, Corporation Street | St Helens | England | WA10 1SZ |
| St Vincents House (CPS) | (9th Floor) 1 Cutler Street, | Ipswich | England | IP1 1UL |
| Stafford Combined Court – Crown Court (CPS) | Stafford Combined Court, Victoria Square | Stafford | England | ST16 2QQ |
| Stevenage Magistrates' Court (Danesgate) – Crime (CPS) | Stevenage Magistrates' Court (Danesgate), Danesgate | Stevenage | England | SG1 1XH |
| Stocklund House (CPS) | 1st Floor Castle Street, | Carlisle | England | CA3 8SY |
| Sunderland Magistrates' Court – Crime (CPS) | Sunderland Magistrates' Court, Gillbridge Avenue | Sunderland | England | SR1 3AW |
| Swansea Police Station (CPS) | Grove Place, | Swansea | Wales | SA1 5EA |
| Taunton Magistrates' Court – Crime (CPS) | Taunton Magistrates' Court, St Johns Road | Taunton | England | TA1 4AX |
| Teesside Crown Court (CPS) | Combined Court Centre, Russell Street | Middlesbrough | United Kingdom | TS1 2AE |
| Teesside Magistrates' Court – Crime (CPS) | Teesside Magistrates' Court, Victoria Square | Middlesbrough | England | TS1 2AS |
| Temple Quay House (CPS) | 2 The Square, Temple Quay, | Bristol | England | BS1 6PN |

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| Thames Magistrates' Court – Crime (CPS) | Waltham Forest Magistrate Court, 1 Farnan Avenue | Walthamstow | England | E17 4NX |
| The Regatta (CPS) | 6 Henley Way, Doddington Road | Lincoln | England | LN6 3QR |
| Torquay Magistrates' Court – Crime (CPS) | Torquay Magistrates' Court, Union Street | Torquay | England | TQ1 4BP |
| Trafford Magistrates' Court – Crime (CPS) | Trafford Magistrates' Court, Ashton Lane | Sale | England | M33 7NR |
| Unicentre (CPS) | 3rd Floor Lords Walk, | Preston | England | PR1 1DH |
| Unit 19 (Mold) (CPS) | Mold Business Park, Wrexham road | Mold | Wales | CH7 1XP |
| Wakefield – Magistrates' Court (CPS) | The Court House, Cliff Parade | Wakefield | England | WF1 2TW |
| Walker House (CPS) | Exchange Flags, | Liverpool | England | L2 3YL |
| Warrington Magistrates' Court – Crime (CPS) | North Cheshire Magistrates' Court, Halton Lea | Runcorn | England | WA7 2HA |
| Watford Magistrates' Court – Crime (CPS) | Watford Magistrates' Court, Clarendon Road | Watford | England | WD17 1ST |
| Welshpool Magistrates' Court – Crime (CPS) | Mansion House, 24 Severn Street | Welshpool | Wales | SY21 7UX |
| West Cumbria Court House – Magistrates' Court – Crime (CPS) | West Cumbria Court House, Hall Park, Ramsay Brow | Workington | England | CA14 4AS |
| Whitby Magistrates' Court (CPS) | Law Courts, Waterstead Lane | Whitby | England | YO21 1PY |
| Wirral Magistrates' Court (Birkenhead) – Crime (CPS) | Wirral Magistrates' Court, Chester Street | Birkenhead | England | CH41 5HW |
| Worksop Magistrates' Court – Crime (CPS) | Worksop Magistrates' Court, Worksop Magistrates' Court, 30 Potter Street | Worksop | England | S80 2AD |

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| Yate Magistrates' Court (North Avon) – Crime (CPS) | Yate Magistrates' Court (North Avon), Kennedy Way | Yate | England | BS37 4PY |
| York Magistrates' Court (CPS) | York Magistrates' Court, Clifford Street | York | England | YO1 9RE |

**CAFCASS Locations**

| Site Name | Street |
|---|---|
| Birmingham | 5th Floor 4 Temple Row Birmingham B2 5HG United Kingdom |
| Blackburn | 3rd Floor, St John's Court Ainsworth Street Blackburn BB1 6AR United Kingdom |
| Bournemouth | Courts of Justice Deansleigh Road Bournemouth BH7 7DS United Kingdom |
| Brighton (Temporarily closed, see note at top of this page) | 3rd Floor, Lees House 21-23 Dyke Road Brighton BN1 3FE United Kingdom |
| Bristol | Unit 9 York Court Wilder Street Bristol BS2 8QH United Kingdom |
| Chelmsford | Osprey House, Hedgerows Business Park Colchester Road Chelmsford CM2 5PF United Kingdom |
| Coventry (National Business Centre) | Milburn Hill Road University of Warwick Science Park Coventry CV4 7JJ United Kingdom |
| Croydon | 16th Floor, Southern House Wellesley Grove Croydon CR0 1XG United Kingdom |
| Derby | 2n Floor, New Enterprise House St Helen's Street Derby DE1 3GY United Kingdom |
| Exeter | 2nd Floor, Keble House Southernhay Gardens Exeter EX1 1NT United Kingdom |
| Hull | 6th Floor, Earle House Colonial Street Hull HU2 8JN United Kingdom |

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| Leeds | Blenheim House Duncombe Street Leeds LS1 4PL United Kingdom |
| Leicester | 6th Floor, Arnhem House 31 Waterloo Way Leicester LE1 6LP United Kingdom |
| Lincoln | 2nd Floor, Hamilton House 1-3 Clasketgate Lincoln LN2 1JS United Kingdom |
| Liverpool | The Civil & Family Court 35 Vernon Street Liverpool L2 2BX United Kingdom |
| London (Cafcass National Office) | Ground Floor 70 Gray's Inn Road London WC1X 8NH United Kingdom |
| Maidstone | 2nd Floor, Kestrel House Knightrider Street Maidstone ME15 6LU United Kingdom |
| Manchester | 7th Floor, Piccadilly Gate Store Street M1 2WD United Kingdom |
| Middlesbrough | 2nd Floor, Prudential House 31-33 Albert Road Middlesbrough TS1 1PE United Kingdom |
| Newcastle | 3rd Floor Merchant House 30 Cloth Market Newcastle NE1 1EE United Kingdom |
| Norwich | 2nd Floor Rosebery Court St Andrews Business Park, Central Avenue Norwich NR7 0HS United Kingdom |
| Nottingham | 2a Castlebridge Office Village Castle Marina Road Nottingham NG7 1TN United Kingdom |
| Oxford | 5th Floor Seacourt Tower Botley Oxford OX2 0JJ United Kingdom |
| Peterborough | 71 London Road Peterborough PE2 9BB United Kingdom |
| Plymouth | 8 Ford Park Lane Plymouth PL4 6RR United Kingdom |
| Portsmouth | Ground Floor Peninsular House Wharf Road Portsmouth PO2 8HB United Kingdom |
| Reading | Glasson Centre 319 Oxford Road Reading RG30 1AU United Kingdom |

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| Sheffield | Greenfield House 32 Scotland Street Sheffield S3 7DQ United Kingdom |
| Stafford | University Court, Whittle Rise Staffordshire Technology Park Beaconside Stafford ST18 0GE United Kingdom |
| Stevenage | Bayley House Sish Lane Stevenage SG1 3SS United Kingdom |
| Swindon | Units 1a & 1b York House Edison Way Swindon SN3 3RB United Kingdom |
| Worcester | Unit 3 The Triangle Wildwood Drive Worcester WR5 2QX United Kingdom |
| York | Foss House, Kings Pool 1-2 Peasholme Green York YO1 7PX United Kingdom |

**Probation Locations**

| Location Name | Address 1 | Address 2 | Post Code |
|---|---|---|---|
| Derby – Burdett House | Burdett House – Ground, First And Second Floors | Becket Street | DE1 1HT |
| Derby – Derwent Centre | Derwent Centre | Stuart Street | DE1 2EQ |
| Markeaton Park | Markeaton Park | Markeaton Ln | DE22 4AA |
| Buxton – Chesterfield House | Chesterfield House | 25 Hardwick Street | SK17 6DH |
| Chesterfield – Markham House | 2nd and 3rd Floor, Markham House | Markham Road | S40 1SU |
| Raincliffe House | Ground Floor, Raincliffe House | Barker Lane | S40 1DY |
| Swadlincote Police Station | Civic Way | | DE11 0AE |
| Carlton Road | Probation Centre U1 Carlton Centre | Carlton Road | PE21 8LN |

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| Lincoln – Corporation Street | 8 Corporation Street | | LN2 1HN |
| Gainsborough – The Police Station | Morton Road | | DN21 2SY |
| Grantham – Grange House | Grange House | 46 Union Street | NG31 6NZ |
| Municipal Building | Municipal Building | West Street | PE21 8QR |
| North Parade Skegness | The Town Hall North Parade | | PE25 1DA |
| Worksop – Unit 5, Vulcan Place | Unit 5 | Vulcan Place | S80 1RN |
| Spalding – Welland Workspace | Welland Workspace | Pinchbeck Road | PE11 1QD |
| Skegness Probation Office | The Former Magistrates Court | Park Avenue | PE25 1BL |
| Loughborough Probation Office | 12 Southfield Road | | LE11 2UZ |
| Coalville – London Road | 27 London Road | | LE67 3JB |
| Oakham – Catmose House | Catmose | | LE15 6HP |
| Leicester – Cobden Street | 2 Cobden Street | | LE1 2LB |
| Mansfield House Police Station | Mansfield House Police Station | 74 Belgrave Gate | LE1 3GG |
| Market Harborough Police Station | Police Station | Fairfield Road | LE16 9QJ |
| Melton Borough Council Offices | Parkside | Burton Street | LE13 1GH |
| Hinckley – Turning Point | Stockwell House | New Buildings | LE10 1HW |

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| Notttingham – Byron House (Police Building) | Central Police Station, Byron House | Maid Marian Way | NG1 6HS |
| Nottingham – Castle Quay | 9 Castle Quay | Castle Boulevard | NG7 1FW |
| Unit A Meadow Grove | Unit A Meadow Grove | Meadow Lane | NG2 3GS |
| Unit C, Nottingham One | Unit C, 124-126 Nottingham One | Canal Street | NG1 7HG |
| Castle House – Newark | Castle House | Old Great North Road | NG24 1BY |
| Newark – 51 Appleton Gate | 51 Appleton Gate | Appleton Gate | NG24 1LN |
| Mansfield – Arrival Square | Arrival Square, Rosemary Street | | NG18 1LP |
| Worksop – Crown House | 2nd Floor Crown House | Newcastle Avenue | S80 1ET |
| Worksop Probation Office | 11 Newcastle Street | | S80 2AS |
| 78 Singer Way | Singer Way | | MK42 7PU |
| Clemitson House | 1st Floor Clemitson House | 14-24 Upper George Street | LU1 2RP |
| Harpur Street, Bedford | 41 Harpur Street | Bedford | MK40 1LY |
| Sceptre House (First Fl) | Sceptre House, Castle Street | | LU1 3AJ |
| 12-13 Adam Court | 12-13, Adam Court, Newark Road | | PE1 5PP |
| 5 Benedict Square | 5 Benedict Square | | PE4 6GD |
| Boat House Business Centre | FF25  FF26 | Harbour Square | PE13 3BH |

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| First Floor Dryden House | St Johns Street | | PE29 3NU |
| Godwin House, Huntingdon | Godwin House | George Street | PE29 3BD |
| Licence For Land At Stanton Way Huntingdon | Licence For Land | Stanton Way | PE29 6XL |
| Peterborough Magistrates Court | Peterborough Magistrates Court | Bridge Street | PE1 1ED |
| Warkworth St | 27 Warkworth Street | Cambridge | CB1 1EG |
| Chelmsford Moulsham Mill (Container) | Parkway | Chelmsford | CM2 7PX |
| Gemini Centre, Chelmsford | The Gemini Centre | 88 New London Road | CM2 0PD |
| Mitre Buildings | 4 Mitre Buildings | West Square | CM20 1DR |
| 3rd Floor, Victoria House | Victoria House | Victoria Road | CM1 1JR |
| Portal House | Portal House | | CO2 7BA |
| The Hythe Station (Container) | The Hythe Station | | CO2 8JB |
| Tylers Cross Nursery | Broadley Common | | EN9 2DH |
| Basildon Centre | The Basildon Centre | St Martin'S Square | SS14 1DL |
| Carraway House, Basildon | Carraway House, Durham Road | Laindon | SS15 6PH |
| Civic 2, Victoria Avenue | Victoria Avenue | | SS2 6ER |

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| The Old Court House | Unit A02 The Old Court House | Orsett Road | RM17 5DD |
| Tylers House | Tylers House | Tylers Avenue | SS1 2BB |
| Unit No. Ptl A8, Park1, Park2, Secure Self Storage Prittlewell | Station Approach | | SS2 6LG |
| Wat Tyler Country Park (Container) | Wat Tyler Country Park | Pitsea Hall Lane | SS16 4UH |
| Argyle House | Argyle House | Argyle Way | SG1 2AD |
| Bishops College | Ground Floor Pods A & B Bishops College | | EN8 9XB |
| Container No. Ly11, Dollimore & Christie Ltd, Unit 8 Hillcrest | Container No. Ly11, Dollimore & Christie Ltd | Unit 8 Hillcrest Ashbrook Yard | SG4 7JY |
| King Street, Watford | 16-22 King Street | | WD18 0BN |
| Mid-Herts Centre | Mid Herts Centre 62-72 Victoria Street | | AL1 3XH |
| Vauxhall Road (Workshop And Garage) | Vauxhall Road | | HP2 4HR |
| Centenary House, Norwich | Centenary House | 19 Palace Street | NR3 1RT |
| Purfleet Quay Kings Lynn | Probation Office Purfleet Quay | | PE30 1HP |
| St Marys Works | St Marys Works | Duke St | NR3 1QA |
| Unit 17 Enterprise Way | Unit 17 Enterprise Way | Hardwick Narrows Industrial Estate | PE30 4LJ |
| Container & 4 Parking Spaces At Bletsoe Brown Self Storage | Container & 4 Parking Spaces at Bletsoe Brown Self Storage | Telford Way Industrial Estate | NN16 8UN |

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| K G Business Centre | Kingsfield Way | | NN5 7QS |
| Municipal Offices | Bowling Green Road | | NN15 7QX |
| Northampton Probation Office | Walter Tull House | 43-47 Bridge Street | NN1 1NS |
| Wellingborough | 20 Oxford Street | | NN8 4HY |
| Bury St Edmonds | Dettingen Way Bleinheim Industrial Estate | | IP33 3TU |
| Peninsular House, Ipswich | Peninsular House | 11-13 Lower Brook Street | IP4 1AQ |
| Unit 10 Sproughton Business Park | Farthing Road | | IP1 5AP |
| Whapload Road | 203 Whapload Road | | NR32 1UL |
| St. Helena Mill | St. Helena Road | | BL1 2JS |
| 5/6 Kirkhall Workshops | 5/6 Kirkhall Workshops | Bilbao Street | BL1 4HH |
| Bury – Argyle & Balmoral House | Argyle & Balmoral House | 29 Castlecroft Road | BL9 0LN |
| Rochdale: Chichester Business Centre | Unit 20 Chichester Business Centre | Chichester Street | OL16 2AU |
| 193-195 Drake Street Rochdale | 193-195 Drake Street | | OL11 1EF |
| Redfern Building Probation Office | Redfern Building | 30 Hanover Street | M4 4AH |
| Unit 2, Apollo Business Park | Unit 2 Apollo Business Park | Apsley Grove | M12 6AW |
| 1 Cromwell Court | 1 Cromwell Court | Brunswick Street | OL1 1ET |

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| Rochdale Road – Oldham | 128 Rochdale Road | | OL1 2JG |
| CP Unit, Mount Pleasant Business Park | Mount Pleasant Business Park | Jackson Street | OL4 4PL |
| Medtia Place | 80 Union Street | | OL1 1DJ |
| 2 Redwood Street Salford | 2 Redwood Street | | M6 6PF |
| 19-37 High Street, Stockport | 19-37 High Street | | SK1 1EG |
| Cirtek House | Cirtek House | Thomas Street | SK1 3QD |
| Lacy Street | 1 Newton Street | Stretford | M32 8LG |
| Stockport – Fred Perry House | Edward Street | | SK1 3UR |
| Ashton Probation Office – Roz Hamilton House | Roz Hamilton House | 8 Lees Street | OL6 8NU |
| Atherton Probation Office | Atherton Probation Office | 81 Gloucester Street | M46 0JS |
| Sittingbourne Probation Office | Bell House | Bell Rd | ME10 4DH |
| Canterbury: Ralphs Centre | Ralphs Centre | 24 Maynard Road – Wincheap | CT1 3RH |
| Darrington House | Darrington House | 38-40 Grosvenor Place | CT9 1UW |
| Folkestone Probation Office | The Law Courts | Castle Hill Ave | CT20 2DH |
| Queens House | Queens House | Queens Street | CT11 9DH |

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| Sheppey Gateway | Sheppey Gateway | 38-42 High St | ME12 1NL |
| Sittingbourne Swale House | Swale House East Street | Sittingbourne | ME10 3HT |
| Templar House | Templar House | Tannery Lane | TN23 1PL |
| St Leonards Road | 1 St Leonards Road | | BN21 3UH |
| Brighton Probation, Lancaster House | Lancaster House | 47 Grand Parade | BN2 9QA |
| Hastings: St. Leonards Probation Office | Crozier House | 1a Shepherd Street | TN38 0ET |
| Eastbourne Probation Office | 35 Old Orchard Road | | BN21 1DD |
| Brighton and Hove – Sussex House | Sussex House | Crowhurst Road | BN1 8AF |
| Guildford – First House | First House | Park Street | GU1 4XB |
| Redhill Probation Office | Forum House | 41-51 Brighton Road | RH1 6YS |
| Guildford – College House | 89 Woodbridge Road | | GU1 4RS |
| Swan House | Swan House | Knowle Green | TW18 1XS |
| Tower House | 3rd Floor Tower House | Cromwell Road | RH1 1RT |
| Tunbridge Wells – 17 Garden Road | 17 Garden Road | | TN1 2XP |
| Maidstone – Galleon House | Galleon House | 77 King Street | ME14 1BG |

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| Gravesend – Joynes House | Joynes House | New Road | DA11 0AT |
| Maidstone – College Road | 54-58 College Road | | ME15 6SJ |
| Chatham Probation Office | 27-35 New Road | | ME4 4QQ |
| Swanley | 16 High Street | | BR8 8BG |
| Littlehampton – Arun Civic Centre | Arun Civic Centre | Maltravers Road | BN17 5LF |
| Crawley – Goffs Park House | Goffs Park House | Old Horsham Road | RH11 8PB |
| Meadowfield House | County Building | East Street | BN17 6AP |
| Crawley – Midtown House | Midtown House | 38-42 High Street | RH10 1BW |
| Worthing Probation Office | 4 Farncombe Road | | BN11 2BE |
| Pioneer House | Ground Floor & Basement | Pioneer House North Street | RM11 1QZ |
| Willesden Probation Office | 440 High Road | Willesden | NW10 2DW |
| Camden House | Camden House | 199 Arlington Rd | NW1 7HA |
| St Johns Street | 401 St Johns Street | | EC1V 4RW |
| Church House | 1A Old Palace Road | | CR0 1AX |
| Croydon – Whitgift Street | 4 Whitgift Street | | CR10 1EX |
| Acton Probation Office | Birkbeck Rd | Acton | W3 6BG |

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| Leeland House | Leeland House | 12A Leeland Road | W13 9HH |
| Uxbridge Magistrates Court | Uxbridge Magistrates Court | Harefield Road | UB8 1PQ |
| Enfield Probation Office | The Old Court House Windmill Hill | | EN2 6SA |
| Lordship Lane | 71 Lordship Lane | | N17 6RS |
| Lansdowne Road | 90 Lansdowne Road | | N17 9XX |
| Enfield – Silver Street | 35-41 | Silver Street | EN1 3EF |
| Bexley Magistrates Court | Norwich Place | | DA6 7ND |
| Reed House | Reed House | 2-4 Rectory Road | N16 7QS |
| Shepherds Bush Probation Office | 191a Askew Rd | | W12 9AX |
| Denmark House | Denmark House | Suit B West Hendon Broadway | NW9 7BW |
| Richmond – Kew Foot Road | 25 Kew Foot Road | | TW9 2SS |
| Lambeth – Stockwell Rd | Moat House | 117-131 Stockwell Road | SW9 9TN |
| Orpington Probation Centre | 6 Church Hill | Orpington | BR6 0HE |
| Bromley – Huntingdon House | Huntingdon House, 10 Masons Hill | Bromley | BR2 9EY |
| Lewisham High Street | 208-212 Lewisham High Street | | SE13 6JP |
| Capital House | 134-138 Romford Road | Stratford | E15 4LD |

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| Rowan House | Rowan House | 1 Cecil Rd | E11 3HF |
| Oakland Court | Oakland Court 277-289 High Road | | IG1 1QQ |
| Southwark – Mitre House | Mitre House | 2 Great Dover Street | SE1 4XW |
| Capital Tower | 5th Floor, Capital Tower | Waterloo Road | SE1 8RT |
| Bethnal Green | 377 Cambridge Heath Rd | | E2 9RD |
| Tower Hamlets: Thames Magistrates Court Probation Office | Thames Magistrates Court | 50 Mornington Grove – Bow | E3 4NS |
| Martin Harknett House | Martin Harknett House – 27 High Path | Wimbledon | SW19 2JL |
| Wandsworth: East Hill Probation Office | 79 East Hill | | SW18 2QE |
| 11 Woodland Road | Woodland Road | | DL3 7BJ |
| Darlington – Corporation Road | 9 Corporation Road | | DL3 6TH |
| Peterlee – Durham House | 60 Yoden Way | | SR8 1BS |
| Durham – Framwell House | Framwell House | Framwellgate | DH1 5SU |
| Newton Aycliffe – Greenwell Road | Greenwell Road | | DL5 4DH |
| Durham – Skillion Business Centre | Unit 4 | Skillion Business Centre | DH7 8HG |
| Durham – Wear House | Wear House, Unit 14, Mandale Park | Belmont Industrial park | DH1 1TH |

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| Gateshead – Warwick Street | Warwick Street | | NE8 1PZ |
| South Shields – Secretan Way | Secretan Way | | NE33 1RG |
| South Shields – Waverly, Market Dock | 8 Waverly | Market Dock | NE33 1LE |
| Gateshead Swan House | Swan House | Units 1-5 Swan Street | NE8 1BQ |
| South Tyneside East Fire Station | John Reid Road | | NE34 8FS |
| Gateshead South Fire Station | Durham Road | Birtley | DH3 1LU |
| Newcastle – Cragside House | Ground Floor, Cragside House | Heaton Road | NE6 1SE |
| Newcastle – Saint James Boulevard | 70-78 St James Boulevard | | NE1 4BN |
| Newcastle – The Lightbox | The Lightbox | Quorum Business Park | NE12 8EU |
| Newcastle North Fire Station | Jubilee Road | | NE3 3EU |
| Victoria House – Newcastle | Victoria House, Hampshire Court Business Park | Scotswood Road | NE4 7YL |
| Alnwick Job Centre | Alnwick Job Centre | Roxburgh House, Roxburgh Place | NE66 1JX |
| North Shields – Howard Street | 110 Howard Street | | NE30 1NA |
| Ashington – South View | South View | Ashington | NE63 0RY |
| Berwick-upon-Tweed – The Chandlery | Units 3 and 4 | The Chandlery, Quay Walls | TD15 1HE |

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| Blyth – Richard Stannard House | Unit 36 – Richard Stannard House | Bridge Street | NE24 2AG |
| Wallsend – Warwick Road | 13 Warwick Road | | NE28 6SE |
| North Tyneside South Fire Station | Hadrian Road | | NE28 6HS |
| Middlesbrough – Borough Road | 156 Borough Road | | TS1 2EJ |
| Middlesbrough – 160 Albert Rd | 160 Albert Road | | TS1 2PZ |
| Middlesbrough – Mowlam House | 1 Oxford Street | | TS6 6LZ |
| Thornaby – Advance House | Advance House – St Marks Court | Thornaby | TS17 6QX |
| Stockton-on-Tees – Wetherby House | Wetherby House | Wetherby Close, Portrack Interchange Business Park | TS18 2SL |
| UPW – Whitfield Transport – Stockton-on-Tees | Whitfields | Portrack Lane | TS18 2NR |
| Haydock House | Wetherby Close | Portrack Interchange Business Park | TS18 2SL |
| Sunderland – Frederick Street | 21 Frederick Street | | SR1 1LT |
| Sunderland – West Sunniside | 36 West Sunniside | | SR1 1BU |
| Pennywell Probation Office | Hylton Road | Pennywell | SR4 8DS |
| Sunderland – Stoney Lane | Stoney Lane | | SR5 2JB |
| Sunderland East Fire Station | Railway Row | | SR1 3HE |

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| Blackburn – Wellington Street | 13-15 Wellington Street | | BB1 8AF |
| Blackburn – 40B Preston New Road | 40B Preston New Road | | BB2 6AY |
| Accrington – Globe Centre | The Globe Centre | St James Square | BB5 0RE |
| Preston – Avenham Street | 50 Avenham Street | | PR1 3BN |
| Skelmersdale – Chapel House | Chapel House | High Street | WN8 8AP |
| Chorley Probation Office | Bolton Street | | PR7 3DL |
| Unit 2, York Yard | Derby Street | | PR1 1DT |
| Unit 6 Albert Edward House | The Pavillions | | PR2 2YB |
| Crewe – Cedric Fullwood House | 14 Gateway | | CW1 6YY |
| Macclesfield Probation Office | Macclesfield Police Station | Brunswick Street | SK10 1HQ |
| Jupiter House – Chester | Jupiter Drive | Blacon | CH1 4QS |
| Northwich Probation Office | Northwich Police Station | Chester Way | CW9 5EP |
| Winsford – Barlow Drive | Unit 15 – The Business Centre | Barlow Drive | CW7 2GN |
| Unit 3 Merseyton Road | Unit 3 | Merseyton Road | CH65 2AW |
| 77-79 Duke Street and 57 St Vincent Street | 77-79 Duke Street and 57 St Vincent Street | | LA14 1RP |

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| Kendal – Busher Lodge | 149 Stricklandgate | | LA9 4RF |
| Penrith – Clint Mill | 1st Floor – Clint Mill | Corn Market | CA11 7HW |
| Carlisle – Georgian House | Lowther Street | | CA3 8DR |
| Workington – Progress House | Progress House – Regents Court | Guard Street | CA14 4EW |
| Carlisle – Petteril Terrace | Unit 3 | Petteril Terrace | CA1 2PS |
| Workington – Unit 32 Lillyhall Business Centre | Unit 32 – Lillyhall Business Centre | Jubilee Road | CA14 4HA |
| Kendal – Mintsfeet Trading Estate | Unit 5 Mintsfeet Trading Estate | Mintsfeet Road | LA9 6LZ |
| Barrow-in-Furness – Trinity Enterprise Centre | Unit 53 Trinity Enterprise Centre | Ironworks Road | LA14 2PN |
| Burnley – Queens Lancashire Way | Queens Lancashire Way | | BB11 1HA |
| Skelmersdale – Coronation Park | The Neighbourhood Police Office | Stanley Coronation Park, Sandy Lane | WN8 8LQ |
| Knowsley Probation Centre | Poplar House | Poplar Bank, Huyton | L36 9US |
| Prescot Business Park | 1st Floor K1 & Ground And First Floor K2 | Prescot Office & Business Park, Sinclair Way | L34 1PB |
| North Liverpool Probation Centre | Cheadle Avenue | Green Lane | L13 3AE |
| Eleanor Rathbone House | Eleanor Rathbone House | 24 Derby Road | L5 9PR |
| Liverpool Film Studios | Unit 10 – 105 Boundary Street | | L5 9YJ |

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| Resettle | Unit 1 | 3 De Havilland Drive | L24 8RN |
| Blackpool – Coronation Street 113 | 113 Coronation Street | | FY1 4QQ |
| Blackpool – Talbot Road | 384 Talbot Road | | FY3 7AT |
| Lancaster – West Road | 41 West Road | | LA1 5NU |
| 2/4 Trinity Road | 2/4 Trinity Rd | | L20 7BE |
| Stella Nova | Unit 4 | Washington Parade | L20 4TQ |
| Sefton House – Bootle | Sefton House | Canal Street | L20 8AH |
| Queensway House – Widnes | Unit 2  Queensway Trading Estate | Waterloo Road | WA8 0FD |
| Norton House | Crown Gate | | WA7 2UR |
| Bankside – Warrington | Units 3 and 4 | Crosfield Street | WA1 1UP |
| Wirral Probation Centre – Europa Boulevard | 40 Europa Boulevard | | CH41 4PE |
| Easton Court | Easton Court | 23A Easton Street | HP11 1NT |
| Milton Keynes Probation Office (Magistrates Court) | 301 Silbury Boulevard | | MK9 2YH |
| Wynne Jones Centre | 2A Wynne Jones Centre | | HP21 7RL |
| James Glashier House | James Glashier House | Grenville Place | RG12 1BP |

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| Slough Probation Office | Revelstoke House | Chalvey Park | SL1 2HF |
| UPW (South) Stores | Unpaid Work (South) Stores | Bath Road | SL1 3SR |
| Havant Magistrates Court | The Court House Elmleigh Road | | PO9 2AS |
| Imperial House | Imperial House | 2 Grosvenor Road | GU11 1DP |
| St Clements House | St Clements House Alencon Link | | RG21 7SB |
| Fareham Borough Council | Civic Offices | Civic Way | PO16 7AZ |
| Newport Probation Office | Newport Probation Office | 8 Sea Street | PO30 5BN |
| Old Bank House | 66-68 London Road | | SO15 2AJ |
| Portsmouth Civic Offices | Guildhall Square | | PO1 2AL |
| Portsmouth Probation Office | Portsmouth Probation Office | 52 Isambard Brunel Road | PO1 2BD |
| The Glenmore Centre | The Glenmore Centre | Cable Street | SO14 5AE |
| Town Quay House | 7 Town Quay | | SO14 2ET |
| Unit 3-4 Kirpal Road | Unit 3-4 Kirpal Road | Kirpal Road | PO3 6FD |
| Lymington Island House | Island House | Priestlands Place | SO41 9GA |
| Bicester Probation Office | 1a Kingsclere Road | | OX26 2QD |
| Macmillan House | Oxford Probation Office – Macmillan House | 38 St Aldates | OX1 1BN |

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| Talisman House | Units 9 And 10 Talisman House | Talisman Business Park | OX26 5HR |
| UPW (North) Stores | Unit 4 New Farm | Thame Road, Blackthorn | OX25 1TW |
| Reading Greyfriars House | 30 Greyfriars Road | | RG1 1PE |
| Bath Probation Office | The Old Convent | 35 Pulteney Road | BA2 4JE |
| Town Hall, Weston-Super-Mare | Town Hall | Walliscote Grove Road | BS23 1EL |
| Bristol – Bridewell Street | 1 Bridewell Street | | BS1 2AA |
| Bristol Probation Office | Court Building | Marlborough Street | BS1 3NU |
| CEED, Ujima House | Ujima House | 97-107 Wilder Street, St. Pauls | BS2 8QU |
| Restore Trust – Longmead Avenue | 4-6 Longmead Avenue | | BS7 8QB |
| Bodmin – Normandy Way | 1-3 Normandy Way | | PL31 1ET |
| Endsleigh House | Endsleigh House | Roskear | TR14 8DN |
| Lytton Place | Lytton Place | | PL25 4PE |
| New Creation Church | Seymour Ave | | TR7 1BL |
| St Austell – Kings Avenue | 3 Kings Avenue | | PL25 4TT |
| Truro | Tremorvah Wood Lane Off Mitchell Hill | | TR1 1HZ |
| Exeter – Barnfield Rd | 3-5 Barnfield Road | | EX1 1RD |

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| Barnstaple – Kingsley House | Kingsley House | Castle Street | EX31 1DR |
| Bay House – Torquay | Bay House, Riviera Park | Nicholson Road | TQ2 7TD |
| Exeter – Brittany House | Brittany House | New North Road | EX4 4EP |
| Exeter Colab – Wat Tyler House | King William St | | EX4 6PD |
| Torquay – Temperance Street | 4-8 Temperance Street | | TQ2 5PU |
| Dorchester – Little Keep Gate | Little Keep Gate | Bridport Road | DT1 1AH |
| Bournemouth – Madeira Road | 7 Madeira Road | | BH1 1QL |
| Poole – Commercial Road | 63 Commercial Road | | BH14 0JB |
| Bournemouth – Redhill Park Depot | Redhill Park Depot | Redhill Avenue | BH9 2SN |
| Weymouth – Westwey House | Westwey House – Entrance B | Westwey Road | DT4 8TG |
| Coleford Probation Office | The Court House | Gloucester Rd | GL16 8BL |
| Cheltenham – St Georges Rd | County Offices | St Georges Road | GL50 3EW |
| Gloucester – Twyver House | Twyver House | Bruton Way | GL1 1DR |
| Open House | Gloucester St | | GL5 1QG |
| Cirencester – Police Station | Forum House | South Way | GL7 2PG |
| Plymouth – Hyde Park House | Hyde Park House | Mutley Plain | PL4 6LF |

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| Plymouth – St. Catherines House | St. Catherines House | 5 Notte Street | PL1 2TT |
| Deane House | Suite 2 The Deane House | Belvedere Road | TA1 1HE |
| Minehead Police Station | 32 Townsend Road | | TA24 5RJ |
| North Somerset Courthouse | North Somerset Courthouse, Queensway | The Hedges | BS22 7BB |
| Riverside House | Riverside House West Quay | | TA6 3HW |
| Yeovil Probation Office | Yeovil County Court | 22 Hendford | BA20 2QD |
| Salisbury – The Boulter Centre | The Boulter Centre | Avon Approach | SP1 3SL |
| Chippenham – Marshfield Road | 34 Marshfield Road | | SN15 1JT |
| Swindon – Centenary House | North Block, Centenary House | 150 Victoria Road | SN1 3UZ |
| The Yard – Swindon | Old Grounds Depot | County Ground, County Road | SN1 2ED |
| Cardiff – Westgate Street | 33-35 | Westgate Street | CF10 1JE |
| Ely & Caerau Hub | Ely And Caerau Hub | Cowbridge Road West | CF5 5BQ |
| Barry Police Station | Barry Police Station | Gladstone Road | CF63 1TD |
| Safer Wales – Castle St | 1st Floor, Castle House | Castle St | CF10 1BS |
| Cardiff – Llanrumney Hub | Llanrumney Hub | Countisbury Avenue | CF3 5NQ |
| Cardiff – Star Hub | Star Hub | Muriton Road | CF24 2SJ |

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| Bridgend – Brackla House | Level 3, Brackla House | Brackla Street | CF31 1BZ |
| Merthyr Tydfil – Oldway House | Oldway House | Castle Street | CF47 8UX |
| Bridgend – Tremains Road | Tremains Business Park | Tremains Road | CF31 1TZ |
| Hartshorne House – Maesteg | Hartshorn House | Neath Road | CF34 9EE |
| Unit 3 Cwm Cynon Business Park | Unit 3 | Cwm Cynon Business Park | CF45 4ER |
| Aberystwyth | 23 | Grays Inn Road | SY23 1QE |
| Havorfordwest | 14 | High Street | SA61 2DA |
| Cardiff UPW Office | 2A | Lewis Street | CF11 6JZ |
| Haverfordwest – Brickhurst Business Park | Unit 25 | Brickhurst Business Park – Johnston | SA26 3PA |
| Llandrindod Wells – The Limes/Temple Street | The Limes | Temple Street | LD1 5DP |
| Newtown Probation Office | Ladywell House | Park Street | SY16 1JB |
| Brecon | Plas Y Ffynnon | Cambrian Way | LD3 7HP |
| Cardigan | 39 | Saint Mary Street | SA43 1EU |
| Carmarthen  7a-7b Water Street | 7a-7b Water Street | | SA31 1PY |
| Llanelli Probation Office | Lloyd Street | | SA15 2PU |

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| Llandudno Magistrates Court | Llandudno Magistrates Court | Conway Road | LL30 1GA |
| Newtown Lock Stock Self Storage | Unit 7 Dyffryn Industrial Estate | Pool Road | SY16 3BD |
| Caerphilly – Centenary House | Centenary House | Unit 1 De Clare Court – Pontygwindy Industrial Estate | CF83 3HU |
| Ebbw Vale | 50 Bethcar Street | | NP23 6HG |
| Newport – Usk House | Usk House | Lower Dock Street | NP20 2GD |
| Pontypridd | Former Post Office Broadway | | CF37 1BA |
| Pontypool | Torfaen House | Station Road, Sebastopol | NP4 5ES |
| Unit 26 Whitegate Wrexham | Unit 26 Whitegate Industrial Estate | Whitegate Road | LL13 8UG |
| Flint Probation Office | Unit 6 | Acorn Business Park | CH6 5YN |
| Buckley Pinfold Workshops | Unit 26 Pinfold Lane | Pinfold Lane Industrial Estate | CH7 3PL |
| Colwyn Bay | 25 | Conway Road | LL29 7AA |
| Wrexham – Ellice Way | Wrexham Technology Park | Ellice Way | LL13 7YX |
| Caernarfon | Llanberis Road | | LL55 2DF |
| Wrexham – Chester Street | 49-54 Chester Street | | LL13 8BA |
| Port Talbot – Community Workshop Unit | Unit 48 Community Workshop Unit | Endeavour Close | SA12 7PT |

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| Swansea – West Glamorgan House | West Glamorgan House | 12 Orchard Street | SA1 5AD |
| Birmingham – Great Lister Street | 239-242 | Great Lister Street | B7 4BS |
| Birmingham – Selly Oak | 826 Bristol Road | Selly Oak | B29 6NA |
| Birmingham – Centre City Tower | First Floor | 5-7 Hill Street | B5 4UA |
| Birmingham – Newton Street | 52 Newton Street | Birmingham | B4 6NF |
| Perry Barr | 76 Walsall Road | Perry Barr | B42 1SF |
| Centenary House | Centenary House | Mackadown Lane, Kitts Green | B33 0LQ |
| Coventry – Sheriffs Court | 12 Greyfriars Road | | CV1 1RY |
| Dudley – Hope House | Hope House | Castle Gate Business Park | DY1 4TA |
| Unit 49 – Kelvin Way Trading Estate | Unit 49 Kelvin Way Trading Estate | Kelvin Way | B70 7TW |
| Unity House, West Bromwich | Unity House | 14-16 New Street | B70 7PQ |
| Shrewsbury – Abbey Foregate | 135 Abbey Foregate | | SY2 6AS |
| Hereford Probation Office | Gaol Street | | HR1 2HU |
| Unit B1 – Greenwood Court | Unit B1, Greenwood Court | Cartmel Drive | SY1 3TB |
| Whitechapel House | Whitechapel House | Whitechapel Way | TF2 9PN |

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| Cannock Probation Office | 200A Wolverhampton Road | Cannock | WS11 1AT |
| Leek Police Station | Fountain Street | | ST13 6QT |
| Longton Police Station | Longton Police Station | Sutherland Road, Longton | ST3 1HH |
| Melbourne House | Etruria Office Village | Forge Lane | ST1 5RQ |
| Frank Foley Way | Units 8 & 9 Frank Foley Way | Greyfriars Business Park | ST16 2ST |
| Unit 4, Phase One | Unit 4 Phase One, Astonfields Ind. Estate | Carver Rd | ST16 3HR |
| Moor Street Tamworth | Moor Street | | B79 9QZ |
| Stafford Police Station | South Walls Police Station | Eastgate Street | ST16 2DQ |
| Unit 16, Cavendish | Unit 16, Cavendish | Lichfield Road Industrial Estate | B79 7XH |
| Unit 6, Oldfields Business Park | Unit 6, Oldfields Business Park | Galveston Grove | ST4 3PE |
| Horninglow Street Burton upon Trent | Horninglow Street | | DE14 1PH |
| Minerva Wharf | Minerva Wharf | Horseley Fields | WV1 3DT |
| Prue Earl House Wolverhampton | Prue Earl House | Union Street | WV1 3JS |
| Walsall Probation Complex | Midland Road | | WS1 3QE |
| Warwickshire Southern Justice Centre | Warwickshire Justice Centre | Newbold Terrace | CV32 4EL |

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| Warwickshire Criminal Justice Centre | Vicarage Street | | CV11 4JU |
| Unit 1C, Shrub Hill | Unit 1C | Shrub Hill Industrial Estate | WR4 9EL |
| Windsor Court | Unit 1-4 Windsor Court | Clive Road | B97 4BT |
| Stourbank House | Stourbank House | 90 Mill Street | DY11 6XA |
| Unit 5, Clive Rd | Unit 5 | Clive Road | B97 4BT |
| Elgar House | Floors G, 1, 2, 3, Elgar House | Shrub Hill | WR4 9EE |
| Worcester Police Station | Castle Street | | WR1 3QX |
| Barnsley – Churchfield Court | 6 & 7 Churchfield Court | | S70 2JT |
| Barnsley – Acorn House | Oakwell View | | S71 1HP |
| Rotherham – Ashley Business Court | Unit 2 & 3, Ashley Business Court | Rawmarsh Road | S60 1RU |
| Fraternal House | Fraternal House | 45 Cheapside | BD1 4HP |
| Halifax – Westgate House | First Floor – Westgate House | 23 Market Street | HX1 1PD |
| Bradford City Courts | City Courts | The Tyrls | BD1 1LB |
| Halifax Office | 173 Spring Hall Lane | | HX1 4JG |
| Doncaster – Church View Centre | The Church View Centre | | DN1 1AF |

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| Doncaster – Bennetthorpe | 34 Bennetthorpe | | DN2 6AD |
| Grey Friars House – Doncaster UPW Site | Grey Friars House | Grey Friars Road | DN1 1QN |
| Hull – Norwich House | Norwich House | Savile Street | HU1 3ES |
| Hull – Barclays House | Hull – Barclays House | 10 Market Place | HU1 1RS |
| Beverley Probation Office | Grd Floor Suite Reed House | Annie Reed Road | HU17 0LF |
| Bridlington Probation Office | 4a St. Johns Avenue | | YO16 4NG |
| Goole Probation Office | Greenawn | 1 Airmyn Road | DN14 6XA |
| Huddersfield – Church House | Church House | 17 Old Leeds Road | HD1 1SG |
| Dewsbury – Albion Street | 5 Albion Street | | WF13 2AF |
| Huddersfield Probation Office | 21 St John'S Road | | HD1 5BW |
| Leeds – York Road | 379 York Road | | LS9 6TA |
| Leeds Waterloo House | 58 Wellington Street | | LS1 2EE |
| Grimsby Probation Office | Queen Street | | DN31 1QG |
| Scunthorpe Park Square | 1 Park Square | Laneham Street | DN15 6JH |
| Grimsby – Newchase Court | Newchase Court | Armstrong Street | DN31 1XD |
| Northallerton – Essex Lodge | Essex Lodge | 16 South Parade | DL7 8SG |

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| Harrogate Probation Office | 5-7 Haywra Crescent | | HG1 5BG |
| Scarborough – Northway | First Floor | 9-25 Northway | YO11 1JH |
| Skipton Magistrates Court | The Court House | Bunkers Hill | BD23 1HU |
| Sheffield – Division Street | 45 Division Street | | S1 4GE |
| Sheffield – Attercliffe Common Industrial Estate | Unit 4 Attercliffe Common Industrial Estate | Surbiton Street | S9 2DN |
| Sheffield – Hawke Street | Suite 1, Ground Floor 1, Unit 2 | Hawke Street | S9 2SU |
| Wakefield – Burgage Square | 1 Burgage Square | Merchant Gate | WF1 2TS |
| York – Seafire Close | Unit 4 Seafire Close | Cliffton Moor Ind Estate | YO30 4UU |
| York – West Offices | West Offices | Station Rise | YO1 6HT |
| York Probation Office | 108 Lowther Street | | YO31 7WD |
| Abingdon Road Approved Premises | 112 Abingdon Road, Oxford, OX1 4PY | | OX1 4PY |
| Albion Street Approved Premises | 30 Albion Street, Dewsbury | | WF13 2AJ |
| Ascot House Approved Premises | 195 Wellington Road, Heaton Norris, Stockport | | SK4 2PB |
| Astral Grove Approved Premises | 5 Astral Grove, Hucknall, Nottingham | | NG15 6FY |
| Augustus House Approved Premises | 33 Kenilworth Road, Leamington Spa, Warwickshire | | CV32 6JG |

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| Beckenham Road Approved Premises | 4 Beckenham Road, Beckenham, Kent | | BR3 4LR |
| Bedford Approved Premises | 80 Chaucer Road, Bedford | | MK40 2AP |
| Bilston Approved Premises | 23 Wellington Road, Bilston, West Midlands | | WV14 6AH |
| Bowling Green Approved Premises | 90 Lowther Street, Carlisle | | CA3 8DP |
| Bradshaw House Approved Premises | 147-151 Walmersey Road, Bury | | BL9 5DE |
| Braley House Approved Premises | 89, Ombersley Road, Worcester | | WR3 7BT |
| Bridge House Approved Premises | 78 Filton Road, Horfield, Bristol, BS7 0PD | | BS7 0PD |
| Bridgewood Approved Premises | Bridgewood House, 45-48 Lower Meadow Court, Northampton | | NN3 8AX |
| Brighton Approved Premises | 162 Marine Parade, Brighton | | BN2 1EJ |
| Brigstocke Road Approved Premises | 6 – 12 Brigstocke Road, St Pauls, Bristol, BS2 8UB | | BS2 8UB |
| Bunbury House Approved Premises | 1 Alnwick Drive, Stanney Grange, Ellesmere Port | | CH65 9HE |
| Burdett Lodge Approved Premises | 6 Bass Street, Derby | | DE22 3BR |
| Camden House Approved Premises | 199 Arlington Road, London | | NW1 7HA |

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| Canadian Avenue Approved Premises | 7 Canadian Avenue, Catford, London | | SE6 3AU |
| Carpenter House Approved Premises | 33 Portland Road, Edgbaston, Birmingham | | B16 9HS |
| Chorlton Approved Premises | 10-12 Oswald Road, Chorlton, Manchester | | M21 9LP |
| Churchill House Approved Premises | Floor 3, Churchill House, 17 Churchill Way, Cardiff | | CF10 2HH |
| Clarks House Approved Premises | 7 Clarks Row, Oxford, OX1 1RE | | OX1 1RE |
| Coventry Magistrates Court | 60 Little Park Street | | CV1 2SQ |
| Crowley House Approved Premises | 31 Weoley Park Rd, Selly Oak, Birmingham | | B29 6QY |
| Cuthbert House Approved Premises | Derwentwater Road, Bensham, Gateshead | | NE8 2SH |
| Coventry Magistrates' Court | Little Park Street, | | CV1 2SQ |
| Dickson House Approved Premises | 77 Trinity Street, Fareham, Portsmouth, PO16 7SL | | PO16 7SL |
| Ealing Approved Premises | 2 Corfton Road, Ealing, London | | W5 2HS |
| Edith Rigby House Approved Premises | 6 East Cliff, Preston, Lancashire | | PR1 3JE |
| Elliott House Approved Premises | 96 Edgbaston Road, Moseley, Birmingham | | B12 9QA |
| Elm Bank Approved Premises | 59 Bradford Road, Cleckheaton, | | BD19 3LW |

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| Felmores Approved Premises | 1 Felmores, Basildon | | SS13 1RN |
| Fleming House Approved Premises | 32 Tonbridge Road, Maidstone | | ME16 8SH |
| Glogan House Approved Premises | 59 Taunton Road, Bridgwater, TA6 3LP | | TA6 3LP |
| Great Holm Approved Premises | 1 Haddon, Great Holm, Milton Keynes, MK8 9AL | | MK8 9AL |
| Haworth House Approved Premises | St. Peters Street, Blackburn | | BB2 2HL |
| Highfield House Approved Premises | Lydia Street, Wood Nook, Accrington | | BB5 0PX |
| Holbeck House Approved Premises | SPringwell View, Springwell Road, Leeds | | LS12 1BS |
| Howard House Approved Premises | 71 Regent Road, Leicester | | LE1 6YF |
| Jackie Harriett House Approved Premises | 31 Trinity Road, Aston, Birmingham | | B6 6AJ |
| John Boag House Approved Premises | 1 Drayton Road, Norwich | | NR3 2DF |
| Joyce Meggie House Approved Premises | 1 Haywood Street, Southwark, London | | SE5 0BL |
| Kew Approved Premises | 96 North Road, Richmond Upon Thames, Surrey | | TW9 4HQ |
| Kirk Lodge Approved Premises | 322 London Road, Leicester | | LE2 2PJ |

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| Landguard Road Approved Premises | 32 Landguard Road, Shirley, Southampton, SO15 5DJ | | SO15 5DJ |
| Lawson House Approved Premises | 14 Paradise Place, Stoke, Plymouth, PL1 5QU | | PL1 5QU |
| Lightfoot House Approved Premises | 37 Fuchsia Lane, Ipswich | | IP4 5AA |
| Linden Bank Approved Premises | 40 London Road, Elworth, Sandbach | | CW11 3BD |
| Luton Approved Premises | 36-40 Napier Road, Luton | | LU1 1RG |
| Mandeville House Approved Premises | Mandeville House, 9 Lewis Street, Cardiff | | CF11 6JY |
| Manor Lodge Approved Premises | 8 Straight Road, Old Windsor, SL4 2RL | | SL4 2RL |
| McIntyre House Approved Premises | 125 Edward Street, Nuneaton, Warwickshire | | CV11 5RD |
| Meneghy House Approved Premises | 16 East Hill, Tuckingmill, Camborne, TR14 8NQ | | TR14 8NQ |
| Mersey Bank Approved Premises | 26 Great Howard Street, Liverpool | | L3 7HS |
| Nelson House Approved Premises | Middlesbrough Road, South Bank, Middlesbrough | | TS6 6LZ |
| Norfolk Park Approved Premises | 100-108 Norfolk Park Road, Sheffield, | | S2 2RU |
| Norfork Park Approved Premises | 100-108 Norfolk Park, Sheffield | | S2 2RU |
| Warwickshire Justice Centre | Vicarage Street | | CV11 4JU |

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| Pennywell House Approved Premises | Hylton Road, Pennywell Sunderland | | SR4 8DS |
| Peterborough Approved Premises | 5 Wesleyan Road, Peterborough | | PE1 3RW |
| Plas Y Wern Approved Premises | Plas Y Wern Approved Premises, Ruabon, Wrexham | | LL14 6RN |
| Quay House Approved Premises | Quay House, The Strand, Swasnsea | | SA1 2AW |
| Queens Road Approved Premises | 41 Queens Road, HUll | | HU5 2QW |
| Rookwood Approved Premises | Doncaster Road, Rotherham | | S65 1NN |
| Ryecroft Approved Premises | 78 Ryecroft Street, Tredworth, Gloucester, GL1 4LY | | GL1 4LY |
| Seafield Lodge Approved Premises | 71 – 73 Shoot Up Hill, Cricklewood, London | | NW2 3PS |
| Southview Approved Premises | 18 Boroughbridge Rd York | | Yo26 5ry |
| Southwell House Approved Premises | 106 Raleigh Street, Nottingham | | NG7 4DJ |
| Southwood Approved Premises | 24 Southwood Road, Liverpool | | L17 7BQ |
| St Catherines Priory Approved Premises | St.Catherines Priory, Ferry Lane, Peterborough | | PE1 3RW |
| St Josephs Approved Premises | Miller Street, Patricroft, Eccles, Mancehster | | M30 8PF |
| St Leonards Approved Premises | 2 Southcote Road, Reading, RG30 2AA | | RG30 2AA |

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| Stafford House Approved Premises | 10 Croxteth Road, Toxteth, Liverpool | | L8 3SG |
| Staitheford House Approved Premises | 14 Lichfield Road, Stafford | | ST17 4JX |
| Stonnall Road Approved Premises | 85 Stonnall Road, Aldridge, Walsall | | WS9 8JZ |
| Sycamore Lodge Approved Premises | Clay Lane, Oldbury, Warley | | B69 4TH |
| The Cottage Approved Premises | 795 Old Norwich Road, Ipswich | | IP1 6LH |
| The Crescent Approved Premises | Linthorpe, Middlesbrough | | TS5 6SG |
| The Grange Approved Premises | 145 Stakes Road, Purbrook, Hampshire, PO7 5PL | | PO7 5PL |
| The Pines Approved Premises | 11 Cecil Road, Boscombe, Bournemouth, BH5 1DU | | BH5 1DU |
| Town Moor Approved Premises | 38-40 Christchurch Road, Doncaster | | DN1 2QL |
| Trent House Approved Premises | 392 Woodborough Road, Nottingham | | NG3 4JF |
| Tulse Hill Approved Premises | 147 Tulse Hill, London | | SW2 2QD |
| Ty Newydd Approved Premises | Ty Newydd Approved Premises, Llandygai, Bangor | | LL57 4HP |
| Victoria House Approved Premises | 31 Normanby Road, Scunthorpe | | dn15 6as |
| Wenger House Approved Premises | 21A Albert Street, Newcastle Under Lyme | | ST5 1HJ |

| | | | |
|---|---|---|---|
| Westbourne House Approved Premises | 199 Romford Road, Forest Gate, London | | E7 9HL |
| Westgate Approved Premises | 188-198 Westgate End, Wakefield | | WF2 9RF |
| Weston Approved Premises | 2 Westwey Road, Weymouth, DT4 8SU | | DT4 8SU |
| Wharflane House Approved Premises | 34 Rectory Road, Shelton, Stoke On Trent | | ST1 4PW |
| Wilton Place Approved Premises | 10-12 Edward Street, Werneth, Oldham | | OL9 7QW |
| Withington Road Approved Premises | 172-174 Withington Road, Whalley Range, Manchester | | M16 8JN |
| Wordsworth House Approved Premises | 205 Yarborough Road, Lincoln | | LN1 3NQ |

**LAA Locations**

| Location Name | Street |
|---|---|
| Birmingham | Not to be added |
| Brighton | Not to be added |
| Bristol | Not to be added |
| Cambridge | Not to be added |
| Cardiff | Not to be added |
| Leeds | Not to be added |
| Liverpool | Not to be added |
| London Petty France (Head Office) | Legal Aid Agency<br>102 Petty France<br>London<br>SW1H 9AJ<br>United Kingdom |
| Manchester | Not to be added |
| Nottingham | Legal Aid Agency 1<br>PO BOX 10619/PO BOX 10620<br>Nottingham |

**HMP Locations**

| Location Name |
|---|
| HMP Brixton |
| HMP/YOI Bronzefield (C F) – Private Prison |
| HMP Coldingley |
| HMP/YOI Downview |
| HMYOI Feltham (YP) |
| HMP/YOI High Down |
| HMP/YOI Holloway (F) – Closed Site |

| |
|---|
| HMP/YOI Isis |
| HMP/YOI Pentonville |
| HMP/YOI Thameside (C) – Private Prison |
| HMP/YOI Send (F) |
| HMP/YOI Wandsworth |
| HMP/YOI Wormwood Scrubs |
| HMP/YOI Altcourse (C) – Private Prison |
| HMP Buckley Hall |
| HMP/YOI Forest Bank (C) – Private Prison |
| HMP Garth |
| HMP Haverigg |
| HMP/YOI Hindley |
| HMP Kennet – Closed Site |
| HMP Kirkham |
| HMP Lancaster Farms |
| HMP Liverpool |
| HMP/YOI Preston |
| HMP Risley |
| HMP/YOI Styal (F) |
| HMP/YOI Thorn Cross |
| HMP/YOI Wymott |
| HMYOI Deerbolt |
| HMP/YOI Durham |
| HMP/YOI Holme House |
| HMP Kirklevington Grange |

| |
|---|
| HMP/YOI Low Newton (F) |
| HMP Northumberland (C) – Private Prison |
| Forest House (Area Office) |
| HMP/YOI Askham Grange (F) |
| HMP/YOI Doncaster (C) – Private Prison |
| HMP/YOI Hatfield |
| HMP/YOI Hull |
| HMP Humber |
| HMP Leeds |
| HMP Lindholme |
| HMP/YOI Moorland |
| HMP/YOI New Hall (F) |
| HMP Wealstun |
| HMYOI Wetherby (YP) |
| HMYOI Aylesbury |
| HMP/YOI Bullingdon |
| HMP Grendon/Springhill |
| HMP Haslar |
| HMP Huntercombe (FNP) |
| HMP/YOI Winchester |
| HMP Ashfield (C) – Private Prison |
| HMP/YOI Bristol |
| HMP Channings Wood |
| HMP Dartmoor |
| HMP/YOI Eastwood Park (F) |

| |
|---|
| HMP/YOI Exeter |
| HMP Erlestoke |
| HMP Guys Marsh |
| HMP Leyhill |
| HMP/YOI Portland |
| HMIRC The Verne |
| HMP Birmingham (C) |
| HMP/YOI Brinsford |
| HMP/YOI Drake Hall (F) |
| HMP Dovegate (C) – Private Prison |
| HMP Featherstone |
| HMP Hewell |
| HMP Oakwood (C) – Private Prison |
| HMP Stafford |
| HMP/YOI Stoke Heath |
| HMP/YOI Swinfen Hall |
| HMYOI Werrington (YP) |
| All Saints House (area office) |
| HMP/YOI Foston Hall (F) |
| HMP Gartree |
| HMP/YOI Glen Parva – Closed Site |
| HMP Leicester |
| HMP/YOI Lincoln |
| HMP Lowdham Grange (C) – Private Prison |
| HMIRC Morton Hall |

| |
|---|
| HMP North Sea Camp |
| HMP/YOI Nottingham |
| HMP Onley |
| HMP Ranby |
| HMP Rye Hill (C) – Private Prison |
| HMP Stocken |
| HMP Sudbury |
| HMP Whatton |
| HMP Fosse Way – New Private Prison |
| HMP Blantyre House |
| HMYOI Cookham Wood (YP) |
| HMIRC Dover – Immigration Removal Centre |
| HMP/YOI East Sutton Park (F) |
| HMP Ford |
| HMP/YOI Lewes |
| HMP Maidstone (FNP) |
| HMP/YOI Rochester |
| HMP/YOI Elmley |
| HMP Standford Hill |
| HMP Swaleside |
| HMP/YOI Bedford |
| HMP Bure |
| HMP/YOI Chelmsford |
| HMP Highpoint |
| HMP/YOI Hollesley Bay |

| |
|---|
| HMP Littlehey |
| HMP/YOI Peterborough (C + F) – Private Prison |
| HMP The Mount |
| HMP/YOI Norwich |
| HMP/YOI Warren Hill |
| HMP Wayland |
| HMP/YOI Cardiff |
| HMP/YOI Swansea |
| HMP/YOI Parc (C/YP) – Private Prison |
| HMP Usk & HMP/YOI Prescoed |
| HMP Berwyn |
| HMP/YOI Belmarsh |
| HMP Frankland |
| HMP Full Sutton |
| HMP Long Lartin |
| HMP/YOI Manchester |
| HMP Wakefield |
| HMP Whitemoor |
| HMP/YOI Woodhill |
| HMP/YOI Isle of Wight (South) – 2 combined prisons, Albany & Parkhurst |

**MOJ HQ Locations**

| **Location Name** |
|---|
| Chief Executive's Office |
| HQ Clive House |
| HQ Petty France |

| |
|---|
| Judicial College |
| Justice Policy Group, Access to Justice, Legal Aid and Legal Services |
| Law Commission |
| OPG Visits Team |
| Property Chamber, London Residential Property |
| Tribunal Judicial College |

**Police Locations**

| Location Name | Country |
|---|---|
| Avon and Somerset Constabulary | England |
| Bedfordshire Police | England |
| Cambridgeshire Constabulary | England |
| Cheshire Constabulary | England |
| City of London Police | England |
| Cleveland Police | England |
| Cumbria Constabulary | England |
| Derbyshire Constabulary | England |
| Devon & Cornwall Police | England |
| Dorset Police | England |
| Durham Constabulary | England |
| Essex Police | England |
| Gloucestershire Constabulary | England |
| Greater Manchester Police | England |
| Hampshire Constabulary | England |
| Hertfordshire Constabulary | England |
| Humberside Police | England |

| | |
|---|---|
| Kent Police | England |
| Lancashire Constabulary | England |
| Leicestershire Police | England |
| Lincolnshire Police | England |
| Merseyside Police | England |
| Metropolitan Police Service | England |
| Norfolk Constabulary | England |
| North Yorkshire Police | England |
| Northamptonshire Police | England |
| Northumbria Police | England |
| Nottinghamshire Police | England |
| South Yorkshire Police | England |
| Staffordshire Police | England |
| Suffolk Constabulary | England |
| Surrey Police | England |
| Sussex Police | England |
| Thames Valley Police | England |
| Warwickshire Police | England |
| West Mercia Police | England |
| West Midlands Police | England |
| West Yorkshire Police | England |
| Wiltshire Police | England |
| Dyfed-Powys Police | Wales |
| Gwent Police | Wales |
| North Wales Police | Wales |

| | |
|---|---|
| South Wales Police | Wales |

## Schedule 35

## Carbon Reduction

### 1. Definitions

1.1 In this Schedule, the following definitions shall apply:

| | |
|---|---|
| **"Carbon Footprint"** | the sum of GHG Emissions from an individual, product, organisation or country, measured in tonnes of carbon dioxide-equivalent (t CO2e); |
| **"Contract Carbon Footprint"** | the GHG Emissions resulting from the execution of the Contract as described by the GHG Protocol Corporate Standard; |
| **"Carbon Reduction Plan" or "CRP"** | a Carbon Reduction Plan in response to PPN 006; |
| **"Emissions Reduction"** | the reduction of GHG Emissions from a product, service, contract, organisation or country; |
| **"Emissions Reduction Target (ERT)"** | the target for Emissions Reduction for each year of the Contract, expressed as a percentage; |
| **"Emissions Report"** | a report, substantially in the form set out in Table 1, containing, as a minimum, details of the GHG Emissions for this Contract against the Reporting Scopes for each Contract Year, details of any newly identified GHG Hotspots and details of any decarbonisation opportunities; |
| **"GHG Emissions Reduction Plan (ERP)"** | a plan, substantially in the form set out in Table 2, containing the key activities and interventions that will lead to Emissions Reduction; |
| **"Greenhouse Gas Emissions (GHG Emissions)"** | the release of greenhouse gases as defined in the GHG Protocol, typically measured in tonnes of carbon dioxide-equivalent (t CO2e); |
| **"GHG Hotspots"** | processes, operations, and activities that have a proportionately large contribution to the total GHG Emissions for the Contract; |
| **"Government Net Zero Target"** | the 2050 target date by which the UK government has committed to achieve Net Zero, pursuant to the Climate Change Act 2008 (2050 Target Amendment) Order 2019; |
| **"Net Zero"** | Net Zero is a state in which the amount of GHG Emissions released into the atmosphere are balanced by the amount of GHG Emissions removed; |
| **"Reporting Scopes"** | the following categories of GHG Emissions:<br>(a) "Scope 1 Emissions" are GHG Emissions that come from the Supplier directly, e.g. from burning fuel in vehicles or boilers that the Supplier owns; |

| | | |
|---|---|---|
| | (b) | "Scope 2 Emissions" are GHG Emissions from the Supplier's use of electricity; and |
| | (c) | "Scope 3 Emissions" are broken down into 15 sub-categories, including emissions associated with the goods and services you buy, financial services such as investments, and others such as waste or transportation. There are five Scope 3 categories included in the reporting for a Supplier's CRP: upstream transportation and distribution; waste generated in operations; business travel; employee commuting; and downstream transportation and distribution; and |
| **"PPN 006"** | | Procurement Policy Note – Taking Account of Carbon Reduction Plans (PPN 006: Taking account of Carbon Reduction Plans (HTML) - GOV.UK) |
| **"Supplier Net Zero Target"** | | the date by which the Supplier commits to achieve Net Zero. |

## 2 Net Zero Obligation

2.1 The Supplier shall, through best endeavours, ensure that their environmental impact is minimised throughout the delivery of the Contract.

## 3 Net Zero Commitment

3.1 The Supplier acknowledges and understands the Government Net Zero Target. Accordingly the Supplier shall:

3.1.1 set a Supplier Net Zero Target with a target achievement date the same as or earlier than the Government Net Zero Target.

3.1.2 provide details of any steps it is taking as an organisation to reduce its Carbon Footprint in the form of Emissions Reduction initiatives;

3.1.3 create a Carbon Reduction Plan, in line with PPN 006;

3.1.4 where required to do so, undertake and keep up to date full and complete records of GHG Emissions reporting activity undertaken by the Supplier with supporting data and provide the same to the Authority each year; and

3.1.5 attend, on reasonable notice, meetings with the Authority Representative or other nominated representative to present the Supplier's CRP to achieve, and current progress towards, the Supplier Net Zero Target.

3.1 If the Authority, having reviewed the Emissions Report and discussed with the Supplier its progress to achieve the Supplier Net Zero Target, determines (acting reasonably) that the Supplier is making insufficient progress towards achieving the Supplier Net Zero Date, the Authority may work with the Supplier to determine and implement a suitable rectification plan in accordance with the Rectification Plan Process.

## 4 Net Zero Contractual Commitments

4.1 The Supplier commits to delivering this Contract in a manner which supports the achievement of the Supplier Net Zero Target and the Government Net Zero Target.

4.2 The Supplier shall create a Contract Carbon Footprint by undertaking an assessment of the GHG Emissions for this Contract within 3 months of the Effective Date. The assessment shall aim to quantify

the GHG Emissions associated with resources, time and assets deployed in the delivery of the Contract and, in particular, identify GHG Hotspots.

4.3 The GHG Emissions assessment outlined in Paragraph 5 should adhere to the Greenhouse Gas Protocol's Product Standard and should be conducted to a mutually-agreed level of assurance. The GHG Emissions to be included in the assessment shall be mutually agreed between the Supplier and the Authority.

4.4 The Supplier undertakes to, as soon as reasonably practicable and in any event within 3 months of the Effective Date, develop and implement a Carbon Reduction Plan, in the form set out in Table 2, for the Contract, with the objective of reducing the Contract Carbon Footprint of this contract by 10% per Contract Year throughout the Term (the "**Emissions Reduction Target (ERT)**"), initially focusing on GHG Hotspots and shall update and provide a copy of the Carbon Reduction Plan to the Authority annually.

4.5 The Supplier warrants to the Authority that:

4.5.1 it has sufficient resources, infrastructure and materials to achieve the ERT by the date of the expiry of the Contract;

4.5.2 none of the Goods and Services supplied under this Contract will be of lower quality as a result of working towards the ERT; and

4.5.3 it will not offer preferential terms and conditions to those other customers who do not require an ERT or similar obligations in their contracts.

## 5 Reporting

5.1 The Supplier shall:

5.1.1 re-assess the GHG Emissions every Contract Year; and

5.1.2 provide the Authority with a written report of the results of each assessment within 12 months of the completion under Paragraph 4.4 of this Schedule 35 using Table 1: Emissions Report below and every following 12 months. The Authority, acting reasonably, may make adjustments to the content or frequency of Emissions Reports as required.

## 6 Net Zero Modification

6.1 The Parties agree to, wherever possible, perform their obligations under this Contract in a way that minimises the Contract Carbon Footprint associated with the activities under this Contract.

6.2 In accordance with the Change Control Procedure, either Party may request or propose a Net Zero modification in the performance of either Party's obligations under the Contract in order to reduce the Contract Carbon Footprint resulting from this Contract.

## 7 Remediation Plan

7.1 The Supplier shall notify the Authority as soon as it becomes aware of any reason why it might fail to achieve any of the obligations in Paragraph 7. The Authority shall work with the Supplier to agree a remediation plan for the Supplier in accordance with the Rectification Plan Process.

## 8 Fuel Emissions

8.1 The Supplier shall avoid fuel emissions wherever possible by:

8.1.1 arranging meetings using e-conferencing services where face-to-face meetings are not required by the Authority;

8.1.2 using logistics to rationalise journeys and minimise miles travelled in the transportation of goods to Authority Premises;

8.1.3 providing online and webinar-based training for Supplier Staff, minimising the need for travel to attend courses; and

8.1.4 encouraging Supplier Staff to use electric/hybrid vehicles or the rail service rather than petrol, diesel powered vehicles or short haul flights.

## GHG Emissions Reporting

### Table 1: Emissions Report

| Contract Year | Contract Emissions | | | Emerging GHG Hotspots (including narrative to explain how interventions have affected the results) | Decarbonisation Opportunities (including narrative to explain how interventions have affected the results) |
|---|---|---|---|---|---|
| | Scope 1 | Scope 2 | Scope 3 | | |
| Year 1 | | | | | |
| Year 2 | | | | | |
| Year 3 | | | | | |
| Year 4 | | | | | |

**Table 2: Carbon Reduction Plan**

| GHG Hotspot | Contract Year | Estimated Emissions | Actual Emissions | Emissions Reduction Target (ERT) (%) | Actual Reduction (%) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
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