

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: PS22265

THE BUYER: Salix Finance Limited

BUYER ADDRESS 10 South Colonnade, Canary Wharf, London, E14
4PU

THE SUPPLIER: PricewaterhouseCoopers LLP

SUPPLIER ADDRESS: 1 Embankment Place, London WC2N 6RH, UK

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 73-336-7952

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 21 May 2023.

It's issued under the DPS Contract with the reference number RM6172 for the provision of grant administration services.

With effect from the Order Start Date, this Order Contract replaces the Instruction to Proceed (including the confidentiality terms therein) entered into between the Parties on or around 15 May 2023.

DPS FILTER CATEGORY(IES):

Sector

- Central Government

Services

- Full Programme Management

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6172**

3. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6172**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) Not used in this contract.
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Order Schedules for **RM6172**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) – Not applicable in this Contract.
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)

4. CCS Core Terms (DPS version) v1.0.1

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6172**

6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Order Special Terms and any Order Special Schedules are set out further down this Order Form.

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2020

ORDER START DATE:	15 May 2023
ORDER EXPIRY DATE:	31 December 2023
ORDER INITIAL PERIOD:	Order Start Date to 31 December 2023
ORDER OPTIONAL EXTENSION PERIOD:	39 months as further detailed in Order Special Terms Paragraph 3

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is: £10,294,742.75

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)
- As amended in accordance with Order Schedule 5 (Pricing Details)

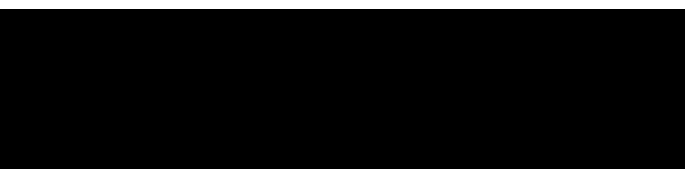
REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Buyer will pay the necessary invoices when submitted with relevant supporting information as agreed by the parties in their governance meetings within thirty days of receipt by the Buyer.

Payment to be made by bank transfer to the following account (please remember to quote your invoice number(s):



[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY
Not Used

BUYER'S SECURITY POLICY
Not Used

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY
On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY
Quarterly on the first Working Day of each quarter

DPS Schedule 6 (Order Form and Order Schedules)

Crown Copyright 2020

KEY STAFF

See Annex 1 of Order Schedule 7 for details of Key Staff

KEY SUBCONTRACTOR(S)

Turner & Townsend Consulting Limited

Ove Arup & Partners International Limited

SUBCONTRACTORS

Ove Arup & Partners International Ltd

Sustainable Design Collective Ltd

Parity Projects Ltd

Eunomia Research and Consulting Ltd

Dark Matter Laboratories Limited

Otley Energy Limited

Camargue Group Limited

Miller-Klein Associates Ltd

Fairhaven Property Consultants Limited

Centre for Sustainable Energy

Gemserv Limited

EcoSurv Limited

Corelogic U.K. Limited

Baily Garner LLP

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information as set out in Joint Schedule 4
(Commercially Sensitive Information)

SERVICE CREDITS

Subject to Special Term 11, Service Credits will accrue in accordance with Order
Schedule 14 (Service Levels).

The Service Credit Cap is: 10% of the Charges applicable to the relevant Service
Period.

The Service Period is: one Month.

A Critical Service Level Failure is: NOT APPLICABLE.

ADDITIONAL INSURANCES

In addition to the DPS Contract insurance requirements set out in Joint Schedule 3 (Insurance Requirements) the Supplier shall have in place additional cover in relation to this Order Contract as follows:

- professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
- public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
- employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- any insurance required by Order Special Term 5.5

GUARANTEE

The Parties agree that no guarantee is required for this Order Contract and Joint Schedule 8 (Guarantee) is therefore not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

CORPORATE SOCIAL RESPONSIBILITY

The Buyer does not have any additional requirements in relation to corporate social responsibility.

ORDER SPECIAL TERMS AND ORDER SPECIAL SCHEDULES

1. Implementation

The provisions set out in these Order Special Terms and Order Special Schedules shall apply to and be deemed to be incorporated into this Order Contract. In the event of any conflict or inconsistency between any of these Order Special Terms any other provisions of the Order Contract, the relevant Order Special Terms shall take priority.

2. General Scheme Definitions

2.1. Interpret this Order Contract using Joint Schedule 1 (Definitions).

2.2. NOT USED.

2.3. NOT USED

2.4. The reference to 'Mobilisation Plan' in the definition of "Delay Payments" shall be changed to 'Implementation Plan'.

2.5. NOT USED

3. Order Initial Term and Order Optional Extension Period

3.1. NOT USED

3.2. Clause 10.2 of the Core Terms shall be deleted and the following wording shall be inserted:

‘10.2. Extending the Order Contract

10.2.1 The Buyer can extend the Order Contract for the First Extension Period by giving the Supplier no less than 3 months' written notice before the Order Initial Period expires. Any decision to extend the Order Contract pursuant to this paragraph shall be at the sole discretion of the Buyer (whose decision shall be final). In making such decision the Buyer envisages taking into account, but shall not be bound by, the following factors:

10.2.1(a) the Supplier's performance in meeting the Milestones in accordance with Schedule 13 (Implementation Plan);

10.2.1(b) the Supplier's performance against the Service Levels during the Pilot Period, and

10.2.1(c) the status of the Schemes and what funding has been approved for expenditure on the Schemes.

10.2.2 The Buyer can extend the Order Contract for the Second Extension Period by giving the Supplier no less than 3 months' written notice before the First Extension Period expires. Any decision to extend the Order Contract pursuant to this paragraph shall be at the sole discretion of the Buyer (whose decision shall be final). In making such decision the Buyer envisages taking into account, but shall not be bound by, the following factors:

10.2.2(a) the Supplier's performance against the Service Levels during the Pilot Period and the First Extension Period, and

10.2.2(b) the status of the Schemes and what funding has been approved for expenditure on the Schemes.

10.2.3 The Supplier acknowledges and agrees that where the Buyer exercises its option to extend the Order Contract for the First

Extension Period and/or Second Extension Period, the Buyer shall be entitled to extend in respect of both Schemes or only in respect of one or other of the Schemes and the Buyer shall set out in the relevant written notice of extension where the Order Contract is extended only in respect of one or other of the Schemes. Where the Buyer only extends in relation to one Scheme the applicable expiry terms of the Order Contract shall apply to the Scheme that the Order Contract is not being extended in respect of (or such other arrangement as the Parties may agree at the time via the Variation Procedure). In the course of agreeing the Exit Plan, the Supplier will detail (in consultation with the Buyer) the Exit Fee for each Scheme where such Scheme terminates or expires on a different date to the other Scheme. The total detailed Exit Fee for a Scheme may not exceed the total Exit Fee for that Scheme as set out in Order Schedule 5 (Pricing Details).

4. Termination of a Scheme

A new clause 10.3.3 shall be added to the Core Terms as follows:

'The Buyer has the right to partially terminate the Order Contract in respect of the Deliverables applicable to one Scheme only at any time without reason or liability by giving the Supplier not less than 90 days' written notice.

Clause 10.6.2 of the Core terms shall be deleted and the following wording shall be inserted:

- '10.6.2 If the Buyer terminates the Order Contract under Clause 10.3.2 or a Scheme under Clause 10.3.3 or the Supplier terminates the Order Contract under Clause 10.6.1 then with respect to the terminated Order Contract or Scheme (as the case may be):
- the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
 - the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Order Contract or Scheme (as the case may be) had not been terminated and, unless otherwise agreed between the Parties, the Supplier shall only be entitled to claim for any uncommitted Supplier Staff costs for up to a maximum of 3 months after the date of termination of the Order Contract or Scheme (as the case may be); and
 - Clauses 10.5.2 to 10.5.7 apply.'

5. Liability Provisions

- 5.1. The Supplier shall be liable to the Buyer and/or DESNZ for financial loss or liability suffered as a result of incorrect advice or decisions they have provided to the Grant Recipients and/or the Buyer and DESNZ about the Schemes resulting from any Default by the Supplier, including but not limited to eligibility, up to the liability thresholds under the Order Contract.
- 5.2. To the extent that a Grant cannot be clawed back, the Supplier shall be liable to the Buyer and/or DESNZ for financial loss suffered by the Buyer and/or DESNZ where a Grant is incorrectly paid out by DESNZ as a result of incorrect advice or decisions the Supplier has provided to the Buyer concerning whether a Grant should be released to a Grant Recipient resulting from any Default by the Supplier. The Supplier shall also be responsible for the reasonable costs of the Buyer and/or DESNZ incurred in seeking to clawback such Grant from Grant Recipients. The Supplier will not otherwise be liable for any lost or unrecovered funds under the clawback mechanism.
- 5.3. The Supplier shall indemnify the *Buyer* on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the Buyer's staff or agents, or by third parties (including reasonable claims by Grant Recipients for their direct and indirect losses), in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused by the Default of the Supplier, its employees, agents or sub-contractors.
- 5.4. The Supplier shall be liable to the Buyer and DESNZ for any loss, damage, destruction, injury or expense including reasonable claims by Grant Recipients for their direct and indirect losses (and including but not limited to loss or destruction of or damage to the Buyer's property, which includes data) arising from the Supplier's Default.
- 5.5. The Supplier shall effect with a reputable insurance company a policy or policies of insurance providing and adequate level of cover in respect of all risks which may be incurred by the Supplier in respect of the indemnities provided under the Order Contract, which in any event shall not be less than £5,000,000 and shall at the request of the Buyer produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under. The Buyer confirms that the aforementioned requirement, and any other requirement to provide evidence of insurance cover under this Order Contract, shall be satisfied on production of a broker's letter confirming that the Supplier has the relevant insurance policy or policies and has paid the latest premiums due thereunder.
- 5.6. Nothing in this Order Contract shall impose any liability on any member of the staff of either Party or their representatives in their personal capacity.

- 5.7. The Buyer shall indemnify the Supplier against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used where the Buyer mandates in Order Schedule 20 (Order Specification) the Supplier's use of those third party's Intellectual Property Rights in the course of providing the Services, providing that any such infringement or alleged infringements are not knowingly caused by, or contributed to by, any act of the Supplier.
- 5.8. For the purpose of clause 12.2 of the Core Terms (but not otherwise), applicable Laws shall be limited to:
- 5.8.1. an offence:
 - 5.8.1.1. under the Bribery Act 2010;
 - 5.8.1.2. under legislation or common law concerning fraudulent acts; or
 - 5.8.1.3. of defrauding, attempting to defraud or conspiring to defraud the Buyer or DESNZ; or
 - 5.8.2. any activity, practice or conduct which would constitute one of the offences listed under special term 5.8.1 above if such activity, practice or conduct had been carried out in the United Kingdom.

6. Non-Solicitation of Staff

The Supplier agrees that it will not, directly or indirectly, either for itself or jointly with or on behalf of any other person, during the Contract Period, and for a period of 6 months after the date on which the Contract Period ends either:

- 6.1. offer to employ or engage or otherwise endeavour to solicit or entice away from the Buyer any Buyer Personnel; or
- 6.2. employ or engage any Buyer Personnel whether or not such Buyer Personnel would be in breach of contract as a result of such employment or engagement,

provided that the Supplier shall not be restricted from employing any Buyer Personnel who apply unsolicited in response to a general advertising or recruitment campaign.

7. Schemes

- 7.1. The Supplier shall promptly comply with any reasonable instruction from the Buyer to temporarily suspend and/or recommence the Services (or element of the Services) provided by the Supplier.
- 7.2. The Supplier shall promptly comply with any instructions from the Buyer concerning any limit to the number and/or value of grant funds that can

be recommended for release by the Supplier within a Month or such other period of time as instructed by the Buyer.

8. Supplier Staff

The Supplier shall ensure that all Services are provided on an independent and impartial basis and in particular (but without limitation) that no actual or potential conflict of interest arises, or could reasonably be perceived as being at risk of arising, between the duties of the Supplier and any Supplier Staff in performing this Order Contract and any other interest or relationship (whether personal, commercial or otherwise) the Supplier or relevant Supplier Staff may have in or with a Scheme or Project.

9. Service Levels

- 9.1. Where requested by the Buyer, where the Buyer has exercised its option to extend the Order Contract pursuant to Clause 10.2.1 of the Core Terms (as amended), the Parties shall work together between 1 October 2023 and 30 November 2023 to review the provisions of Order Schedule 14 (Service Levels) and where any changes are agreed, formalise by way of a Variation.
- 9.2. In reviewing the provisions of Order Schedule 14 (Service Levels) pursuant to Paragraph 9.1, the Parties shall ensure that the provisions are reasonable and consistent with supporting the achievement of the objectives of the Schemes.

10. Continuous Improvement

- 10.1. The provisions of Order Schedule 3 (Continuous Improvement) shall apply as follows:
 - 10.1.1. only Paragraphs 1.1, 2.1 and 2.2 of Order Schedule 3 (Continuous Improvement) shall apply during the Pilot Period; and
 - 10.1.2. the entire content of Order Schedule 3 (Continuous Improvement) shall apply in any First Extension Period and Second Extension Period.
- 10.2. Paragraph 2.12 of Order Schedule 3 (Continuous Improvement) shall be deleted and the following wording shall be inserted:
 - '2.12 At any time during the Contract Period of the Order Contract, the Supplier may make, or the Buyer may ask the Supplier to make, a proposal for gainshare. If the Buyer accepts the Supplier's proposal for gainshare, then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio. Notwithstanding Paragraph 2.10, the Supplier

will be able to fully recover its reasonable costs arising from proposing, agreeing and implementing the proposed improvement, including establishing the mechanism by which improvements will be measured and quantified. Unless otherwise agreed, any saving realised (after the Supplier's costs have been paid) shall be split according to the following ratio: seventy percent (70%) to the Buyer and thirty percent (30%) to the Supplier. Unless otherwise agreed between the Parties, any such proposal will be submitted through the approved governance process agreed between the Parties.

11. Special Terms – Pilot Period

During the Pilot Period the following shall apply:

- 11.1. The Supplier shall monitor and report against the Service Levels set out in the Order Schedule 14 (Service Levels) but no Service Credits shall be applied during the Pilot Period but the Supplier recognises that Service Credits shall apply in any Extension Period.
- 11.2. The Buyer reserves the right to request that amendments are made to the Service Levels during the Pilot Period to seek to ensure the relevance and appropriateness of the Service Levels. Where changes to the Service Levels are made this shall be formalised by way of a Variation.
- 11.3. The Buyer, in conjunction with the Supplier will use any monitoring and reporting data in relation to the Service Levels and any recommendations submitted through compliance with Paragraphs 2.1 and 2.2 of Order Schedule 3 (Continuous Improvement) to consider and make changes to Order Schedule 20 (Order Specification). Where changes to Order Schedule 20 (Order Specification) are made this will be formalised by way of a Variation.
- 11.4. Where any changes are made to the Service Levels or Order Schedule 20 (Order Specification), the Supplier shall implement any and all changes within ten (10) Working Days or such other period as set out in the applicable Variation.

12. Buyer Assurance Function

- 12.1. The Buyer shall undertake (and the Supplier shall fully co-operate and participate in) an assurance regime against which the Buyer will assess:
 - 12.1.1. on a monthly basis “Acceptable Delivery” against specified Service Levels; and
 - 12.1.2. the Supplier's performance generally in relation to the Deliverables and the progress of SHDF and HUG 2.

- 12.2. The outcome of the assurance process relating to “Acceptable Delivery” against specified Service Levels, and any applicable Service Credits arising, will be considered at Performance Review Meetings.
- 12.3. Other results from the assurance regime can be tabled at other relevant contract governance fora.
- 12.4. Full details of the assurance regime methodology will be agreed between the Parties.

13. DESNZ’ rights in the Order Contract

In accordance with Clause 19 of the Core Terms, the Supplier acknowledges that DESNZ has the right to enforce provisions of this Order Contract under the CRTPA where provisions in this Order Contract include provisions in favour of DESNZ.

14. Disclosure of Deliverables

- 14.1. The Supplier may disclose the Deliverables or make the benefit of the Services available to DESNZ and will accept liability to DESNZ as long as:
 - 14.1.1. the Buyer ensures that DESNZ is aware of the contents of the Order Contract and complies with it; and
 - 14.1.2. if DESNZ wishes to make a claim against the Supplier, that claim may only be brought by the Buyer subject to the terms of the Order Contract, including the limit of liability.
- 14.2. The Supplier may disclose the Deliverables to a Grant Recipient in the course of providing the Services, subject to the Buyer’s reasonable instructions, if any.

15. Conflict management

The Parties will seek to agree a conflict management plan to identify and manage any conflicts that may arise during the Order Contract Period. The Supplier will fully define the conflict management plan and seek to agree it with the Buyer during the mobilisation phase and the Parties will comply with the agreed plan. Under the conflict management plan, the Parties will seek to agree mutually acceptable measures to address any conflict that may arise during the Order Contract Period. The Parties acknowledge that the Supplier is a regulated entity and, in the event that the Parties are unable to resolve a particular conflict, the Supplier may, following discussions with the Buyer, recuse itself from performing any elements of the Services that the Supplier

considers may put it in breach of its legal, regulatory or professional standards obligations.

16. BCDR plan

Paragraph 2.2 of Order Schedule 8 (Business Continuity and Disaster Recovery) shall be amended by deleting the words “At least ninety (90) Working Days prior to the Start Date the Supplier shall” at the start of the paragraph and replacing with the following words: “The Supplier shall within ninety (90) Working Days from the Start Date”.

17. Assumptions and dependencies

The performance and timings of the Services and the Supplier’s prices are subject to the following assumptions and dependencies:

- The Supplier will receive any information and assistance (including, where applicable, access to staff and premises) that it may reasonably require from the Buyer and third parties (including Grant Recipients and DESNZ) in a timely manner.
- The Buyer will provide support to enable engagement with the Grant Recipients as needed.
- The Buyer will promptly provide all information, materials, documentation and other items to the Supplier that it stated during the tender process (including in response to clarification questions) would be provided to the Supplier.
- The Buyer has all necessary rights to provide any information, documentation or other materials (“Buyer Materials”) that it provides to the Supplier and will only provide Buyer Materials to the Supplier where it has the right to do so.
- Any communications, briefings, training, reviews, decisions, approvals or certifications required from the Buyer or any third parties shall be provided in a timely manner.
- The Supplier will not be responsible for any inaccuracies, errors or omissions in data received from the Buyer or any third parties, save to the extent that the Supplier has expressly agreed to verify the accuracy of any such data in the Specification.
- Fraud and error related decision making (e.g. approval of design of controls, processes and associated action regarding suspected fraud) resides with the Buyer.
- All information will be processed and managed via the Buyer provided systems. Such systems will be fit for purpose, reliable, accessible (with all necessary licences), properly maintained and available throughout the term of the Order Contract. Buyer provided systems are able to provide the functionality described in Order Schedule 20 (Requirements) to deliver the Services from the Order Start Date or as soon as possible thereafter given the requirements are still being developed but in any event prior to the time when the Supplier will be

required to deliver the relevant Services. For the avoidance of doubt, all references to 'Buyer provided systems' include systems provided by the Buyer or DESNZ.

- Any tools used by the Supplier to provide the Services will not form part of the Deliverables (however, where the Supplier is required to use the Buyer's tools to deliver the Services the product of that use, to the extent produced by the Supplier, will be seen as a deliverable).
- The assurance that the Supplier will provide to the Buyer is over the controls that are designed and implemented by Grant Recipients to manage risks associated with delivering the Projects. Any audit or other assurance will be provided through assessing compliance against the criteria set for each scheme by the Buyer, supplemented by the application of specific building related standards as required. The Suppliers work will not constitute non-audit assurance as defined by the relevant standards such as ISAE 3000.
- TUPE will not apply in relation to the Services and no employees will transfer to the Supplier or any of its subcontractors on commencement of the Services.
- The Grant Recipients will promptly comply with any reasonable requests and instructions from the Supplier in connection with the Services.
- The Parties will agree a mutually acceptable collateral support agreement, which (unless the Parties agree otherwise) the Grant Recipients will be required to enter into prior to receiving any support or other services from the Supplier. If a Grant Recipient fails to enter into such agreement, the Supplier will not be required to provide any support or other services to the Grant Recipient.
- The Supplier's prices, timings and its tender proposal more generally are based on the Buyer's requirements and instructions as set out during the tender process and are dependent on there being no subsequent change to these requirements and instructions.

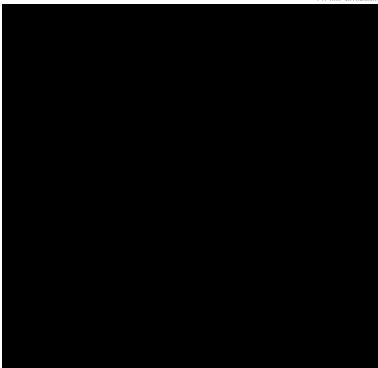

The Supplier shall not be liable for any Non-Performance arising from the failure of any dependencies or any assumptions not holding true (a "Relief Event") and, subject to the Supplier using its reasonable endeavours to mitigate the impact of the Relief Event, the Supplier shall be entitled to relief through the Variation Procedure with respect to (i) any period of delay, and (ii) its reasonable additional costs, to the extent caused as a direct result of such Relief Event.

ORDER SPECIAL TERMS

The following Order Schedules and Joint Schedules contain Order Special Terms and are incorporated into this Order Contract:

Joint Schedule 11 (Processing Data)
Order Schedule 5 (Pricing Details)
Order Schedule 10 (Exit Management)
Order Schedule 13 (Implementation Plan)
Order Schedule 14 (Service Levels)

Other schedules have been updated and completed where appropriate and are included as part of this Order Contract in such updated form.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	19 th May 2023	Date:	21 May 2023



Crown
Commercial
Service

Core Terms - DPS

1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.

2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:

- make changes to DPS Schedule 6 (Order Form Template and Order Schedules)
- create new Order Schedules
- exclude optional template Order Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Order Contract:

- is a separate Contract from the DPS Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the DPS Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this DPS Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

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

2.11 An Order Contract can only be created using the electronic procedures described in the OJEU Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the OJEU Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the

time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of an Order Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Charges excluding any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative

Core Terms

- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Order Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the DPS Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Order Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request

Core Terms

- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

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

10.6.2 If a Supplier terminates an Order Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

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

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 125% of the Estimated Yearly Charges unless specified in the Order Form

11.3 No Party is liable to the other for:

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

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its

Core Terms

employees, agents or Subcontractors

- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Levy

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Order Schedule 2 (Staff Transfer) of a Contract.

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

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

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

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

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

14.3 The Supplier must make accessible back-ups of all Government Data

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 NOT USED

14.6 NOT USED

14.7 NOT USED

14.8 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of

confidentiality before it was disclosed by the Disclosing Party

- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

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

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-

operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

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

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

Core Terms

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of

Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

Core Terms

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

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

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good

faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

36. Employees

36.1 In this Clause 36.1, “Key Person” means any employee, worker or self-employed contractor who has been employed or engaged by the Buyer and who has been engaged in work on the Order Contract, or any service contemplated within the Order Contract, at any time during the Contract Period.

36.2 The Supplier agrees that it will not, directly or indirectly, either for itself or jointly with or on behalf of any other person, during the Contract Period, and for a period of 6 months after the date on which the Contract Period ends, offer to employ or engage or otherwise endeavour to solicit or entice away from the Buyer any Key Person.

36.3 The Supplier agrees that it will not, directly or indirectly, either for itself or jointly with or on behalf of any other person, during the Contract Period, and for a period of 6 months after the date on which the Contract Period ends, employ or engage any Key Person whether or not such Key Person would be in breach of contract as a result of such employment or engagement.

Joint Schedule 1 (Definitions)

- 1.1** In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint 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 each 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 or re-enacted from time to time;
 - 1.3.5** the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.3.6** references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7** references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - 1.3.8** references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9** references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 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 each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

Joint Schedule 1 (Definitions)

Crown Copyright 2020

1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Adjusted Milestone Payment"	the Milestone Payment less any Delay Payment;
"Admin Fee"	the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Administrative & Ancillary Costs"	administrative costs and ancillary works that are required in order to support the delivery of Upgrades;
"Administering Authority"	in relation to the Fund, the relevant 'Administering Authority' of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA of DPS Order Schedule 2 – Staff Transfer) or the LGPS Admission Agreement) as defined in Annex D3: LGPS of DPS Order Schedule 2 – Staff Transfer), as the context requires;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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;
"Annex"	extra information which supports a Schedule;
"Annual Grant"	the review undertaken by the Buyer of each Scheme at the

Joint Schedule 1 (Definitions)

Crown Copyright 2020

Fund Reviews”	beginning of each financial year. The review will lead to recommendations on which Projects should continue, be redefined, or halted. The review will also analyse the likelihood of underspend on Projects. The Supplier will contribute to the review with an annual report on each Scheme;
“Annual Report”	the report the Supplier will compile to support the Buyer’s Annual Grant Fund Reviews at the beginning of each financial year;
“Anticipated Milestone Achievement Date”	the Supplier shall notify the Buyer at least 5 Working Days in advance of the date at which it considers it will be ready for the Buyer to consider whether the Supplier has achieved, met and/or satisfied the Deliverable Items for a Milestone;
“Applicant”	a local authority, Registered Provider, Consortia or Net Zero Hub that has applied for a Grant in respect of SHDF or HUG 2;
“Application”	a submission for consideration for award of a Grant from SHDF or HUG 2. An application may be judged to be successful or unsuccessful;
“Application Portals”	a web-based solution through which Suppliers can ask questions about the process of a Grant Application and submit their Grant Applications;
“Application Window”	the period of time during which Grant Applicants may submit a Grant Application;
“Appropriate”	Charges that could reasonably be expected to be incurred in the conduct of delivering the relevant Services pursuant to this Order Contract and that are capable of withstanding public scrutiny as to it being justifiable on this basis;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
“Assessors”	Suitably Qualified and Experienced Personnel who will undertake the assessment of Grant Applications;
“Attributable”	<p>a) Charges that:</p> <p>b) are wholly attributable to, and only incurred in direct pursuit of the aims of, the provision of Services under this Order Contract;</p> <p>c) are necessary to deliver the requirements of this Order Contract;</p> <p>d) are not being (and will not be) recovered in any way from another contract (whether past, existing or proposed) of the Supplier;</p> <p>e) are consistent with Generally Accepted Accounting Principles</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	<p>(UK GAAP); and</p> <p>f) have a causal relationship with the delivery of this Order Contract;</p>
"Audit"	<p>the Relevant Authority's right to:</p> <p>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</p> <p>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</p> <p>c) verify the Open Book Data;</p> <p>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) 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 Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"BAU Start Date"	the date upon which a Milestone Certificate has been issued in respect of all 8 (eight) Milestones noted as being a 'BAU Milestone' in Annex 1 (Implementation Plan) to DPS Order Schedule 13 – Implementation Plan;
"Batch"	a group of homes assessed in line with PAS2035 standards, with measures designed by a Retrofit Coordinator that have been grouped together by the Grant Recipient;
"Batch Application"	an application to the Supplier seeking approval for a Grant to Upgrade a Batch identified in that application;
"Batch Approvals"	the process through which Batch Applications are given approval to proceed, and the release of Grants to install measures on a Batch are authorised;
"Batch Payment"	payments that are drawn down against a Grant, through provision of successful Batch Applications.
"Batch Process"	the process by which Batch Applications will be received by the Supplier, assessed, and sent to the Buyer;
"BCDR Plan"	the business continuity and disaster recovery plan as more particularly described in paragraph 2.2 of DPS Order Schedule 8 – Business Continuity and Disaster Recovery;
"Benchmark Review"	a review of the Deliverables carried out in accordance with DPS Order Schedule 16 (Benchmarking) to determine whether those

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to DPS Order Schedule 16 – Benchmarking;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2 of DPS Order Schedule 9 – Security;</p>
"Broadly Comparable"	<ul style="list-style-type: none"> a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, <p>and "Broad Comparability" shall be construed accordingly;</p>
"Business Continuity Plan"	Section 2 of the BCDR Plan, as set out in paragraph 2.3 of DPS Order Schedule 8 – Business Continuity and Disaster Recovery;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Personnel"	any employee, worker or self-employed contractor who has been employed or engaged by the Buyer and who has been engaged in work in relation to the Order Contract, or interfaces with any service contemplated within the Order Contract, at any time during the Contract Period;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	<p>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:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

“Challenge Fund Model”	a model which determines that every Applicant is entitled to a Grant from HUG 2, provided it passes a minimum assessment threshold. Grants will be provided on a first come - first served basis. The new application process has been designed to accommodate the model and will instead involve two application stages and a Delivery Assurance Check. At both stages the Applicant is expected to provide information at a sufficient level of granularity for the Buyer to assess Project delivery;
“Change Control”	the process of approving, rejecting, or suggesting amendments to change a Project following submission of a Change Control Request;
“Change Control Framework”	A framework which determines the thresholds for either approving, rejecting, or suggesting amendments to a request to change a Project by a Grant Applicant.
“Change Control Process”	the process of determining a Change Control Request;
“Change Control Request”	a request to change a Project submitted by a Grant Applicant;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
“Check in”	regular and routine meetings between the Supplier and a Grant Recipient through which performance is monitored and reported and from which any payments (including deductions) will be recommended;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
“Commercial off the shelf Software” or “COTS Software”	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	disadvantage or material financial loss;
“Comparable Deliverables”	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
“Comparable Rates”	the Charges for Comparable Deliverables;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
“Comparison Group”	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
“Compensation for Critical Service Level Failure”	the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period;
“Competition”	the process through which Grant Applicants apply for a Grant;
“Competition Announcement”	the announcement of a Competition Window opening, the updating of a Competition or the result of a Competition;
“Competition Window”	the period of time in which Grant Applicants may submit an application to the Competition;
“Competitive Tendering Procedures”	process and procedure through which bidders compete for the award of a contract, or other agreement;
“Compliance Check”	checks conducted to ensure that submissions meet the required standards or eligibility criteria;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Consortium/Consortia"	a group of local authorities (or Net Zero Hubs) working together to deliver a Project(s) under the leadership of the Grant Recipient;
"Consumer Price Index"	the consumer price inflation rate published by the Office for National Statistics;
"Continuous Function Charge"	the charge set out in Annex A of DPS Order Schedule 5 – Pricing Details (Pricing Annex);
"Continuous Improvement Plan"	the plan as defined in paragraph 2.3 of DPS Order Schedule 3 – Continuous Improvement;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contract Exit Fee"	the applicable charge or charges set out in Annex A of DPS Order Schedule 5 – Pricing Details (Pricing Annex);
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	<ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2 of Joint Schedule 7 (Financial Difficulties);

Joint Schedule 1 (Definitions)

Crown Copyright 2020

“Critical Delivery Date”	the final date by which a Milestone must be Achieved by the Supplier being the ‘Critical Delivery Date’ for such Milestone in Annex 1 (Implementation Plan) to DPS Order Schedule 13 – Implementation Plan, failing which Delay Payments shall apply where indicated within Annex 1 (Implementation Plan);
“Critical Service Level Failure”	has the meaning given to it in the Order Form;
“CRM”	the online customer relationship management service which will monitor and record grant administration activities. This system will be upgraded to allow the Supplier and Buyer to work together to fulfil the demands of the Project. The system will be available for use by Supplier employees working on Projects and will allow employees to send emails and record Project actions, including actions between the Supplier and Grant Applicants, Grant Recipients, the Buyer, and other appropriate stakeholders;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
“CSPS”	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
“CSPS Admission Agreement”	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
“CSPS Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
“Data Collection Forms”	a form created by the Buyer and/ or DESNZ which includes details of all the data/ information to be provided by a Grant Recipient at the request of the Supplier;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Data Collection Systems"	a software solution that allows Grant Recipients to update their progress and complete and submit their Data Collection Forms;
"Data Protection ImpactAssessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default ManagementLevy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);

"Defect"	<p>any of the following:</p> <ul style="list-style-type: none"> a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Order Contract; or 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 requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
"Delay"	<ul style="list-style-type: none"> a) a delay in meeting the Initial Operating Capability Date for the Deliverable Items with an Initial Operating Capability Date in Annex 1 (Implementation Plan) b) a delay in the Achievement of a Milestone by its Milestone Date; c) a delay in the Achievement of a Milestone by its Target Milestone Date; d) a delay in the Achievement of a Milestone by its Critical Delivery Date; or e) a delay in the implementation and/or the availability of a Deliverable or Deliverable Item by the relevant date set out in the Implementation Plan;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date, Target Milestone Date and/or a Critical Delivery Date as listed in the Implementation Plan in Annex 1 of DPS Order Schedule 13 – Implementation Plan ;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Delivery Assurance Check"	a check that adequate progress has been made against plans submitted in the Outline Application Stage. This check will focus on how the Project has been resourced and if Subcontractors have been procured and are in place to deliver Upgrades, along with any revised delivery forecasts and revised or outstanding Project Plans. The Grant Recipient must pass this check to start the delivery of Batches. This check will begin from 1st April 2023 as soon as the Grant Recipient is ready;
"Delivery Confidence Assessment"	a Due Diligence Process carried out by the Supplier in order to understand the deliverability of a Project;
"DESNZ"	Department for Energy Security and Net Zero;
"DESNZ Officials"	individuals who are employed by DESNZ and are in a position to make decisions on behalf of DESNZ;
"Deposit Payment"	a specified portion of the Upfront Payment, which is paid to a Grant Recipient upon provision of a successful Outline Application. A Deposit Payment will automatically be made to the Grant Recipient after the start of financial years 2023/24 and 2024/25, unless the Grant Recipient has not applied for and been awarded a Grant for the given financial year. This Deposit Payment will be 10% of the total Grant requested and allocated for the given financial year. The Deposit Payment is designed to give the Grant Recipient reassurance to start Upgrades immediately for an approved Batch during the weeks whilst the remainder of the Grant is transferred to the Grant Recipient's bank account;
"Dip Sampling"	a mechanism for selecting samples to review with a narrower focus than other methods of selecting data or Delivery Confidence Assessments to be reviewed by the Buyer; specifically to identify areas of failure for further scrutiny;
"Direct Advisory Support"	delivery of technical help available to potential Grant Applicants and successful Grant Applicants to develop pre-award proposals and to help Grant Recipients to develop post-award Projects to achieve the stated Grant or Scheme aims. (In DPS Schedule 1 (Specification) this is referred to as Technical 'direct' support at 1.3.3 (e));
"Direction Letter"	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	Section 3 of the BCDR Plan, as set out in paragraph 2.3 of DPS Order Schedule 8 – Business Continuity and Disaster Recovery;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Discovery"	the process of identifying a solution;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Disputed Amount"	has the meaning given to it in paragraph 10.5.1 of DPS Order Schedule 5 – Pricing Details;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"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;
"DPA 2018"	a) the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS AppointmentForm"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Guarantee"	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to Joint Schedule 8 (Guarantee);
"DPS Guarantor"	any person acceptable to CCS to give a DPS Guarantee;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional ExtensionPeriod"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	Any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Due Diligence Process"	the review of any information supplied to the Supplier by a Grant Applicant to support their ability to deliver the objectives of the Grant;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints and investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal award, fine, loss, order, penalty, disbursement, payment made by way of settlement and legal costs and other expenses and costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> a) redundancy payments including statutory, contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race,

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	<p>disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p> <p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;</p> <p>f) claims whether in tort, contract or statute or otherwise;</p> <p>g) any investigation by the Equality and Human Rights Commission or any other enforcement, regulatory or supervisory body and all and any costs and expenses reasonably incurred in implementing any requirements which may arise from such investigation;</p>
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Engagement Session"	an initial 'one to one' meeting with one or more Grant Recipients to commence delivery against the activities as agreed within a GFA or MoU;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"EOI"	an expression of interest in which a Grant Applicant communicates its interest in applying for a Grant;
"EPC"	an energy performance certificate, which is a rating scheme that summarises the energy efficiency of buildings;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;

"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
"Estimated Yearly Charges"	for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Evaluation Providers"	the organisations that have been or will be contracted by the Buyer to deliver the independent evaluations of SHDF and HUG 2;
"Evidence Review"	a point in the year where the Supplier identifies a sample of invoices to check spending and delivery progress of Projects;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Fee"	the fee payable by the Buyer to the Supplier for providing the Termination Assistance during the Termination Assistance Period (where so requested by the Buyer) calculated by reference to the Rate Card Rates;
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence, as set out in paragraph 3.1 of DPS Order Schedule 10 – Exit Management;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

“Exit Manager”	the person appointed by each Party to manage their respective obligations under DPS Order Schedule 10 – Exit Management;
“Fair Deal Employees”	<p>those:</p> <ul style="list-style-type: none"> a) Transferring Buyer Employees; and b) Transferring Former Supplier Employees; and c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C of DPS Order Schedule 2 – Staff Transfer; d) where the Former Supplier becomes the Supplier those employees of the Supplier; <p>who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p>
“Fair Deal Schemes”	the relevant Statutory Scheme or a Broadly Comparable pension scheme;
“FAQs”	frequently asked questions;
“FilterCategories”	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
“Financial Distress Event”	<p>the occurrence of one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specific invoice and not subject to a genuine dispute; or f) any of the following: <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	<ul style="list-style-type: none"> ii) non-payment by the Monitored Company of any financial indebtedness; iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of Deliverables in accordance with any Order Contract;</p>
"Financial Distress Service Continuity Plan"	a plan setting out how Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Order] Contract in the event that a Financial Distress Event occurs;
"First Extension Period"	a period of 27 months to run from 1 January 2024 to 31 March 2026;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<ul style="list-style-type: none"> a) acts of a Crown Body, local government or regulatory bodies; b) fire, flood or any disaster; or c) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; <p>and any failure of delay caused by a lack of funds;</p>
"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 DESNZ before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Fraud Management Plan"	the process through which the Supplier will implement the agreed controls to address risks identified in a Fraud Risk Assessment;
"Fraud Risk Assessment"	a report collating all identified fraud risks, an assessment of their potential impact and corresponding mitigations and residual risks;
"Full Operating Capability"	the Supplier being fully resourced with suitably qualified and/or experienced personnel and be able to demonstrate their ability to take responsibility for the applicable Deliverable Items as set out in the Implementation Plan in Annex 1 of DPS Order Schedule 13 – Implementation Plan;
"Fund" (where the definition is used in Order Schedule 2)	[insert name], a pension fund within the LGPS;
"Fund" (where the definition is used in Order Schedule 20)	the available budget of £1.5bn to deliver Projects for energy efficiency improvements between early 2023 and 2026;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fraud Support Charge"	the charge set out in Annex A of DPS Order Schedule 5 – Pricing Details (Pricing Annex);
"GDPR"	a) the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"GFA"	a grant funding agreement between DESNZ and a Grant Applicant setting out the terms and conditions upon which a Grant in respect of SHDF is provided by DESNZ to a Grant Recipient;
"Goods"	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile;

"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Functional Standard GovS 013: Counter Fraud"	the Standard that sets the expectations for the management of fraud, bribery and corruption risk in government organisations;
"Government Functional Standards GovS 015: Grants"	the Standard that all grant making bodies adhere to when developing grant schemes and programmes;
"Government Grants Information Service (GGIS)"	the portal that captures all information on grant awards across all departments;
"Government ProcurementCard"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Grant"	the funding allocated to a Project and agreed in a MoU and/or GFA which will be made available by DESNZ to a Grant Recipient. This funding is inclusive of Administrative & Ancillary Costs;
"Grant Administration Service"	Services through which the Supplier manages the process of receiving, evaluating, and monitoring the award and use of available Grants;
"Grant Administration Services"	the administration of all of the requirements stated as being to be delivered by the Supplier in the Order Contract;

“Grant Applicant”	any eligible organisation that is either considering or has applied for a Grant from any of the Schemes but has not yet been informed of the success of their application and signed the necessary legal agreements to confirm they will be a Grant Recipient;
“Grant Application”	an application by a Grant Applicant for a Grant under SHDF or HUG 2;
“Grant Management Documents”	the suite of delivery and performance management templates and reporting tools to be used to monitor delivery against the awarded funding objects by each Grant Recipient, to the Buyer and DESNZ;
“Grant Recipient”	a housing association or Registered Provider, a local authority, Net-Zero Hub, or Consortium that has been allocated a Grant in respect of SHDF or HUG 2. ‘local authorities’ are defined by Section 33 of the Local Government Act (2003);
“Grant Recipient Awards”	the award of a Grant that is to be paid to an Applicant to deliver permissible Schemes;
“Grant Recipient Segmentation”	a tool to determine the overall confidence the Supplier has in a Project, accounting for the Grant Recipient’s performance in previous Schemes and past delivery on any current Project;
"Guarantor"	a) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Help Inbox Function”	an email-based customer support function through which Grant Applicants can ask questions relating to the Schemes during the finite period of the Grant Application, assessment, and award period;
"HMRC"	Her Majesty’s Revenue and Customs;
“HUG 2”	the Homes Upgrade Grant Phase 2 scheme;
“HUG Competition Batch Support Process Charge”	the charge set out in Annex A of DPS Order Schedule 5 – Pricing Details (Pricing Annex);
“ICT Environment”	the Buyer System and Supplier System;

"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Implementation Period"	the implementation period set out in paragraph 7.1 of Order Schedule 13 (Implementation Plan);
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Operating Capability"	the Supplier being sufficiently resourced and with availability to receive the required learning associated with service provision of the Contract and to enable commencement of handover activities from the Buyer;

"Initial Operating Capability Date"	the date set out in Annex 1 of DPS Order Schedule 13 – Implementation Plan (Implementation Plan) when the Supplier should reach Initial Operating Capability for a Deliverable Item;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;

"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub- Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) 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 the Order Contract,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"KPIs"	key performance indicators as set out at Annex G and Annex K of Schedule 20 (Specification);
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013;
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS;
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Order Contract, including any COTS Software;
"Live Project"	either: a) a SHDF related Project which has successfully passed the Application Stage and which either passes to the Supplier from the Buyer having passed the Application Stage or the Supplier assesses an Application as successful and such Project

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	<p>becomes a Live Project from the 'Commencement Date' set out in the signed and completed Grant Funding Agreement for such Project; or</p> <p>b) a HUG related Project which has successfully passed the Outline Application Stage as defined in Order Schedule 20 (Order Specification) as completed by DESNZ and such Project has been formally passed to the Supplier from the Buyer and for the purposes of this Order Contract becomes a Live Project at the that date; and</p> <p>a Project shall remain a Live Project until such time as all eligible Grant linked to a Project has been paid to a Grant Recipient and all necessary Project Data has been submitted by a Grant Recipient for that Project;</p>
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Maintenance Schedule"	a rolling schedule of planned maintenance to the ICT Environment, as further defined in paragraph 8.1 of DPS Order Schedule 6 – ICT Services;
"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;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	The management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Maximum Margin Percentage"	the percentage a Supplier will apply on top of the total cost of provision of the Services to enable effective delivery, continuous improvement and, where applicable according to the status of the Suppliers, profit.
"MCS"	a specific certification within the energy efficiency/Retrofit sector. https://mcscertified.com/ ;
"MI Default"	when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	a milestone as identified in Annex 1 (Implementation Plan) of DPS Order Schedule 13 (Implementation Plan);
"Milestone Certificate"	the certificate (materially in the form of the document contained in Annex 3 (Milestone Certificate) of DPS Order Schedule 13 - Implementation Plan as issued by the Buyer when the Supplier has Achieved a Milestone;
"Milestone Date"	the date set out against the relevant Milestone as its 'Milestone Date' in Annex 1 (Implementation Plan) of Order Schedule 13 (Implementation Plan) by which the Milestone must be Achieved;
"Milestone Payment"	a payment identified in the Implementation Plan in Annex 1 of DPS Order Schedule 13 (Implementation Plan) to be invoiced by the Supplier at the end of the calendar month in which the "Milestone Date" occurs in respect of a Milestone;
"Model Grant Funding Agreement"	the standard funding agreement that should be signed by successful applicants;
"Monitored Company"	Supplier or any Key Subcontractor.
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

“Mobilisation Payment”	a specified portion of the Upfront Payment which can be used for both Administrative and Ancillary Costs and capital expenses in each financial year that are necessary ahead of implementing a Retrofit of homes with Retrofit Measures. This includes resourcing, procurement, specialist advice, searching for eligible homes, signing up households, validating homes, assessing homes, and agreeing a measures package in line with PAS 2035. This should constitute all Administrative and Ancillary Costs plus some capital expenses required pre-delivery, such as PAS assessment costs. A 20% Mobilisation Payment will be paid to the Grant Recipients at the start of financial years 2023/24 and 2024/25, unless the Grant Recipient has not applied for and been awarded a Grant for the given financial year;
“Monthly Report”	a report issued once a month and containing Management Information submitted to the Buyer in accordance with Section 7 of Schedule 20 (Specification) and DPS Schedule 5 (Management Levy and Information);
“MoU”	a ‘memorandum of understanding’ or agreement between DESNZ and a Grant Recipient setting out the terms and conditions upon which a Grant in respect of HUG 2 is provided by DESNZ to a Grant Recipient;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
“Net Book Value”	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
“Net Zero Hub”	a regional hub, of which there are five in England, which is funded by DESNZ to promote best practice to local authorities, support local authorities to develop net zero Retrofit Projects that can attract investment, and (if willing and interested) to deliver & lead Projects themselves;
“New Fair Deal”	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: a) any amendments to that document immediately prior to the Relevant Transfer Date; and b) any similar pension protection in accordance with the Annexes D1 to D3 to this Part D inclusive as notified to the Supplier by the Buyer; and

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"New Release"	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;
"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Pension Scheme Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHSPS Eligible Employees"	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"> a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), <p>and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services the same as or similar to the Services.</p> <p>For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;</p>
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Occasion of Tax Non – Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse

	<p>Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>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;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Open-Source Data"	large datasets that are publicly available to anyone with internet connection; the actual Costs profile for each Service Period;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or where any part of the Supplier System is situated;
"Operational Board"	the board established in accordance with paragraph 4 of DPS Order Schedule 15 – Order Contract Management;
"Order"	an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Management"	the process of managing the Order Contract in accordance with Section 9.2 of Schedule 20 (Specification) and Order Schedule 15 (Order Contract Management);
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Contract Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex to Joint Schedule 8 (Guarantee);
"Order Guarantor"	the person acceptable to a Buyer to give an Order Guarantee.;
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;
"Outline Application"	an application made by a Grant Recipient which sets out their proposal for how a Grant is to be utilised at the outline application stage. Subject to the terms of a MoU, successful outline applications will receive funding in principle for their proposal and initial funding for Project mobilisation, resourcing, and signing up and assessing homes. To draw down subsequent payments of the funding in principle, the Grant Recipient will need to be successful at Delivery Assurance Checks and then Batch Application stage. The outline application window is from 29 September 2022 to 27 January 2023;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor'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 Staff and accordingly included within limb (a) of the definition of "Costs";
"PAS"	Publicly Available Standards;
"PAS2035"	a PAS published by the British Standards Institution (BSI) regarding Retrofit Measures to a whole house, as a whole Project, The approach to managing the installation process for energy efficiency measures and providing services to customers before, during and after installation is taken;
"Parliament"	takes its natural meaning as interpreted by Law;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Permitted Maintenance"	has the meaning given in paragraph 8.2 of DPS Order Schedule 6 – ICT Services;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Pilot Period"	the period more particularly described in Special Term 11 of the Order Form commencing on the Order Start Date and running until the Order Expiry Date;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"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', 24 November 2016, 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 ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Procurement Policy Notices"	guidance issued by Government relating to best practice for public sector procurement. Available at https://www.gov.uk/government/collections/procurement-policy-notes ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p>
"Project"	<p>in respect of SHDF 2, the delivery of various retrofit measures to a number of properties by a single organisation (local authority or housing association) that has received a Grant either on its own behalf or on behalf of a Consortium; and</p> <p>in respect of HUG 2, the delivery of various Retrofit Measures to a number of properties by a single organisation (local authority or Net Zero Hub) that has received a Grant either on its own behalf or on behalf of a Consortium;</p>
"Project Assurance & Support Charge"	the charge as set out in Annex A of DPS Order Schedule 5 (Pricing Annex);
"Project Baseline"	the Project information that has been embedded into the GFA or MoU and against which all changes and reporting will be based;
"Project Data"	all data used by the Project to evaluate progress or to advance tasks specified by the Project, including data and documents created by the Buyer, Supplier, DESNZ or the Grant Recipients and any records of communications and events entered into or automatically recorded within any of the Project systems, including the CRM relating to the Project and Data Collection Forms;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of DPS Order Schedule 15 – Order Contract Management;
"Project Notifications"	the messaging the Supplier will direct to Grant Applicants, Grant Recipients, other senior stakeholders and relevant third parties as part of the Schemes. This includes (but is not limited to) notifications of successful or unsuccessful Grant Applications to a given Scheme. It also encompasses the assistance the Supplier will provide the Buyer when preparing for any public statement, including transparency notices (e.g., 'Government Grants Information System'), press releases, and DESNZ's own publishing

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	procedures;
“Project Officers”	Supplier Personnel responsible for acting as the Single Point of Contact for Grant Recipients and actively overseeing the delivery of Projects. They will fulfil the core Grant Administration Services including funding allocation, Project mobilisation, Project monitoring and support, data reporting and analysis, Change Control, capital spend management and other aspects (as permitted by the Order Contract);
“Project Plan”	the list and sequence of activities and timescales to be completed as part of delivering a Project which is to be funded under either of the Schemes and against which performance will be monitored and reported;
“Project Remediation Charge”	the charge as set out in Annex A of DPS Order Schedule 5 (Pricing Annex);
“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>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 each Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>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;</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2020

“Protective Measures”	appropriate technical and organisational measures 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 effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
“Quality Assurance”	the processes to be followed to ensure that the outcome meets the required standards as set out in the Order Contract;
“Quality Plans”	the quality plans more particularly described in paragraph 6.1 of Order Schedule 6 (ICT Services);
“Rate Card Rate”	the rate card rates set out in Annex A of DPS Order Schedule 5 – Pricing Details (Pricing Annex);
“Rating Agency”	the rating agencies listed in Annex 1 of Joint Schedule 7 (Financial Difficulties);
“Reasonable”	charges that: <ul style="list-style-type: none"> a) do not exceed what might reasonably be expected to be incurred in all the circumstances in relation to the particular activity in question; b) is consistent with available market benchmarks; c) represents value for money for the UK taxpayer; and d) can be evidenced on a sound, and preferably empirical, basis;
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
“Recipient Party”	the Party which receives or obtains directly or indirectly Confidential Information;
“Recovery Plan”	a plan which outlines the steps for the return or recovery of funds which have been provided by way of a Grant, either from a Subcontractor or member of a Consortium to the Grant Recipient, or from the Grant Recipient to DESNZ;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Registers"	the register and configuration database as referred to in Paragraph 2.2 of DPS Order Schedule 10 – Exit Management;
"Registered Provider"	a social housing provider registered with the Regulator of Social Housing. The list of Registered Provider's is updated monthly at https://www.gov.uk/government/publications/registered-providers-of-social-housing ;
"Regulations"	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Month"	the month in which the Relevant Services are delivered;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>c) information derived from any of the above;</p>
"Relevant Conviction"	any conviction listed in Annex 1 of DPS Order Schedule 18 – Background Checks;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations apply;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions of DPS Order Schedule 2 (Staff Transfer), shall include the Commencement Date, where appropriate;
"Remediation Plan"	a plan which outlines a fault or issue with a Project, and the actions proposed for agreement to remedy this. The remediation plan should include as a minimum: detail of the material fault, risk, or issue, including cause; detail of steps or actions proposed for remedy; detail of steps or actions to prevent recurrence; timelines for action and resolution of proposal; intended outcome. It may include a recommendation to utilise Supplier technical and expert support as and when required;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004;
"Retrofit"	the process of making changes to existing buildings so that energy efficiency and consumption is reduced;
"Retrofit Coordinator"	an individual hired by Grant Recipients to provide oversight for a range of processes; from assessing sites for domestic refurbishment to helping develop Retrofit plans, as well as managing and monitoring other technical and Project-related requirements introduced by the new PAS 2035 framework;
"Retrofit Measures"	activities through which a Subcontractor improves the energy efficiency of a house with a poor EPC rating;
"Review Report"	the report as more particularly described in paragraph 6.3 of Order Schedule 8 (Business Continuity and Disaster Recovery);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Schemes"	SHDF and HUG 2;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Scheme Related Policy"	the specific policy relating to either HUG 2 or SHDF 2 to which Grant Recipients must adhere. The core policy requirements of each Scheme are included in the MoU or GFA, to which all Grant Recipients must sign their agreement in order to receive a Grant;
"Second Extension Period"	a period of 12 months to run from 1 April 2026 to 31 March 2027;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to paragraph 4 of Order Schedule 9 (Security) (if applicable), which has been provided by the Supplier to the Buyer and as updated from time to time;
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Order Schedule 14 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of DPS Order Schedule 14 – Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Service Transfer Date"	the date of a Service Transfer;
"SHDF"	the Social Housing Decarbonisation Fund scheme;
"SHDF Application Process"	the process by which Grant Applicants apply through a Competition to receive a Grant from SHDF;
"SHDF Application Process Charge"	the charge set out in Annex A of DPS Order Schedule 5 – Pricing Details (Pricing Details);
"Single Point of Contact"	an individual to whom all queries for a particular requirement are passed to ensure consistency and accountability;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; and b) in relation to DPS Order Schedule 6 – ICT Services, shall also include any premises from, to or at which physical interface with the Buyer 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 enterprises;
"Software"	Specially Written Software, COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	a) the Documentation, Source Code and the Object Code of the Specially Written Software; and b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR;
"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 use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	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 COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification) and DPS Order Schedule 20 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> c) their ages, dates of commencement of employment or engagement, gender and place of work; d) details of whether they are employed, self-employed contractors or consultants, workers, agency workers or otherwise; e) the identity of the employer or relevant contracting party; f) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; g) their wages, salaries, bonuses and profit-sharing arrangements as applicable; h) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes, and company car schedules, applicable to them; i) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); j) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised or unauthorised long term absence; k) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and l) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Standards"	<p>any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; <p>relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Statutory Schemes"	the CSPS, NHSPS or LGPS;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or <p>is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Suitably Qualified and Experienced Personnel"	individuals with technical knowledge and experience relating to the services or works that are to be delivered through the available Grants;
"Supervisor Officer"	a suitably qualified and experienced member of the Supplier team that will act as a Single Point of Contact for a number of Projects in delivery. It is expected that the Supervisor Officer will fulfil the

Joint Schedule 1 (Definitions)

Crown Copyright 2020

	majority of the requirements set out in Section 4 of Schedule 20 (Specification) for the Projects they are responsible for overseeing;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose employment will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>comply with an obligation under a Contract;</p>
"Supplier's Proposals"	the Supplier's Proposal's for addressing any changes in the risk profile and its proposal's for amendments to the BCDR Plan as set out in paragraph 6.3 of DPS Order Schedule 8 – Business Continuity and Disaster Recovery;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"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 otherwise 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 Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer reasonably to assess whether the Charges and/or other sums due from the Buyer detailed in the relevant invoice are properly payable, including copies of invoices, receipts, and/or any such other evidence to demonstrate that the Charges are payable by the Supplier together with such other information as the Buyer may reasonably require pursuant to Order Schedule 20 (Specification);
"TAF"	the 'Technical Assistance Facility', which is a support service for Grant Recipients, providing Grant Recipients with guidance and support to enable them to identify eligible HUG 2 housing stock and accordingly design and mobilise a 'best in class Retrofit programme. TAF has been given the public name of 'Home Upgrade Hub' for HUG 2 and 'SHRA' for SHDF;
Target Milestone Date	the date set out against the relevant Milestone as its 'Target Milestone Date' in the Implementation Plan in Annex 1 of DPS Order Schedule 13 (Implementation Plan) by which the Milestone must be Achieved;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

“Transferring Buyer Employees”	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to 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 and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
“Term”	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
“Termination Assistance”	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
“Termination Assistance Notice”	a notice for Termination Assistance as more particularly described in paragraph 5.1 of DPS Order Schedule 10 – Exit Management;
“Termination Assistance Period”	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of DPS Order Schedule 10 – Exit Management;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transferable Assets”	Exclusive Assets which are capable of legal transfer to the Buyer;

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given in paragraph 8.2.1 of DPS Order Schedule 10 – Exit Management;
"Transferring Contracts"	has the meaning given in paragraph 8.2.3 of DPS Order Schedule 10 – Exit Management;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"Trustmark"	a specific certification within the energy efficiency/Retrofit sector <u>TrustMark - Government Endorsed Scheme For Work Done Around Your Home</u> ;
"Upfront Payment"	the collective term for both the Mobilisation Payment and the Deposit Payment;
"Upgrades"	the process of raising to a higher standard, in particular improving by adding or replacing efficiency measures;
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);

Joint Schedule 1 (Definitions)

Crown Copyright 2020

"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	Salix Finance Limited ("the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	Home Upgrade Grant 2 & Social Housing Decarbonisation Fund – Delivery Partner ("the Contract")	
Contract reference number:	PS22265	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)

Crown Copyright 2020

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") 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:
 - 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims under any Insurances to the 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. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part

7. Insurance Claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Buyer and assist it in dealing with such claims

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2020

including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables 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 Buyer) full details of the incident giving rise to the claim.
- 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 Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1.	Order Start Date	any information relating to the Supplier's fee rates, its methodology for providing the services in question	provisionally 6 years after the Order Expiry Date but subject always to consultation with the Supplier prior to any disclosure
2.	Order Start Date	any information falling within the definition of "Supplier's Confidential Information"	provisionally 6 years after the Order Expiry Date but subject always to consultation with the Supplier prior to any disclosure
3.	Order Start Date	the Order Tender	provisionally 6 years after the Order Expiry Date but subject always to consultation with the Supplier prior to any disclosure
4.	Order Start Date	any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services	indefinitely

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and 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.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 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.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 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 a Contract;
- 3.1.8 shall prepare and deliver to CCS, 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 with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors 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 Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Joint Schedule 6 (Key Subcontractors)

Crown Copyright 2020

- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

- 1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive termination or expiry of this Contract:
 - 2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and
 - 2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 The Supplier shall:
 - 3.3.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
 - 3.3.2 promptly notify (or shall procure that its auditors promptly notify) CCS 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 10 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.

- 3.4 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and
- 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:
- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity 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 Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dun and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	45

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

1.1 No Order Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice (**“Minimum Standards of Reliability”**) at the time of the proposed award of that Order Contract.

1.2 CCS shall assess the Supplier’s compliance with the Minimum Standards of Reliability:

1.2.1 upon the request of any Buyer; or

1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.

1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its DPS Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2020

Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add] reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller"

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller and the Buyer immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller and the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller and the Buyer before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU and UK, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, received via the Buyer, delete or return Personal Data (and any copies of it) to the Controller, in the manner and in accordance with the guidelines specified in Annex 1 (*Processing Personal Data*) on termination of the Contract unless the Processor is permitted under Annex 1 (*Processing Personal Data*) to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller and the Buyer immediately if in relation to its Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to any Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) 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
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller and the Buyer, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller and the Buyer with assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller and the Buyer with full details and copies of the complaint, communication or request;

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

- (b) such assistance as is reasonably requested by the Controller and the Buyer to enable either to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller and the Buyer, at their request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller and the Buyer following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller and the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Controller and the Buyer with the Information Commissioner's Office.
- 9.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller 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; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.** The Processor shall allow for audits of its Data Processing activity by the Controller and the Buyer or their respective designated auditor.
- 11.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation or nominate a data protection lead if not.
- 12.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller and the Buyer in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller via the Buyer;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller and the Buyer with such information regarding the Subprocessor as the Controller and the Buyer may reasonably require.
- 12.a.** The Buyer hereby provides its consent to the Supplier allowing Personal Data related to the Contract to be processed, either in the EEA and UK or internationally, by the sub-processors listed in its privacy statement: <https://www.pwc.co.uk/who-we-are/privacy-statement.html>.
- 13.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

14. The Relevant Authority may at any time, but with no less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor, standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do or omit to do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).

22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law or by Supplier's regulatory or professional obligations when providing the Services.
- 26.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 27.** Personal Data shall not be retained or processed for longer than is necessary and shall be retained for the period specified in Annex 1 (*Processing Personal Data*).
- 28.** Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

- 1.1 The contact details of the Controller's Data Protection Officer are: Data Protection Officer, Department for Energy Security and Net Zero, 1 Victoria Street, London, SW1H 0ET [dataprotection@beis.gov.uk]
- 1.2 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.3 The contact details of the Supplier's Data Protection Officer are: Data Protection Officer, [REDACTED]
- 1.4 The Processor shall comply with any further written instructions with respect to Processing by the Controller. Written communication may be communicated from the Controller via the Buyer.
- 1.5 Any such further instructions shall be incorporated into this Annex.
- 1.6 The Supplier is expected to communicate with the Controller via the Buyer unless otherwise stated. Communications on instructions for Processing by the Controller will be issued to the Supplier through the Buyer.

Description	Details
Identity of Controller for each Category of Personal Data	<p>a. As outlined within DPS Schedule 20 (Specification), the Order Contract supports the delivery of SHDF and HUG2, as authorised by DESNZ. The Parties, together with DESNZ, have determined that the Supplier shall act as an Independent Controller of all Personal Data is processed by the Parties in the circumstances set out below ("the Controller Services").</p> <p>b. Excluding the Controller Services, The Parties have together determined that all other Personal Data processed in the provision of services under this Agreement is processed by the Parties on behalf of DESNZ. For the purposes of the Data Protection Legislation, the Controllers, Processors and Subprocessors, as applicable, of any such Personal Data processing are as follows:</p> <p>Controller – DESNZ Processor – the Buyer Subprocessor – the Supplier</p> <p>For all categories of Personal Data under the Order Contract (other than Personal Data processed in the provision of the Controller</p>

	<p>Services), DESNZ is the Controller, the Buyer is the Processor and the Supplier is the Subprocessor.</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of this Joint Schedule 11 (Processing Data) and for the purposes of the Data Protection Legislation, DESNZ is the Controller, the Buyer is the Processor and the Supplier is the Subprocessor of the following Personal Data:</p> <ul style="list-style-type: none"> (A) Grant Recipient organisation Personnel details (eg. names, work titles, contact details, or data as otherwise referred to in Annex 1 (<i>Processing Personal Data</i>)), shared during Grant Application and Project delivery stages (B) Energy Efficiency Supply Chain Personnel details (eg. names, contact details, or data as otherwise referred to in Annex 1 (<i>Processing Personal Data</i>)) (C) Homeowners, Occupants and/or Tenants (eg. Addresses, contact details, Names, Income, Welfare status, or data as otherwise referred to in Annex 1 (<i>Processing Personal Data</i>)) <p>The Parties are Independent Controllers of certain Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> (b) business contact details of Supplier Personnel for which the Supplier is the Controller, e.g. sub-contractors (c) business contact details of any directors, officers, employees, agents, consultants and contractors of the Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Order Contract for which the Relevant Authority is the Controller (d) contact details of the Supplier's employees necessary for fulfilment of the Supplier's obligations under the Order Contract – names, work titles, contact details;
--	--

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

Duration of the Processing	Processing will take place from the Start Date until the applicable End Date
Nature and purposes of the Processing	<p>Processing will include operations such as 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) etc.</p> <p>The Processing is necessary for the Parties to perform a task in the public interest and the task or function has a clear basis in law, and in the Supplier's case, the Processing is also necessary for reasons of legitimate business interests. The Processing is to ensure that:</p> <p>(a) the scope of requirements outlined within the Order Contract (and particularly detailed within DPS Schedule 1 (Specification) and DPS Order Schedule 20 (Specification) can be carried out, including processing of requests and Grant Applications, stakeholder management activity, compliance with requirements for fraud management and audit activity; and</p> <p>(b) the supervisory and delivery roles in respect of SHDF and HUG 2 can be implemented. Contact details are essential to ensure that the Schemes can be implemented effectively and that there are focal points for operational and legal purposes; and</p> <p>(c) to enable the Buyer and DESNZ to monitor and evaluate the effectiveness of the Schemes, to ensure that public money is being/has been used responsibly and in relation to DESNZ's functions to reduce carbon emissions under the Climate Change Act 2008.</p> <p>The nature of Processing will include the storage and use of names and business contact details of staff of both the Buyer and the Supplier as necessary to deliver the services set out in the Order Contract and to undertake contract and performance management. The Order Contract itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Order Contract.</p>
Type of Personal Data	<p>(a) Names and contact details (postal address, email, telephone number) of employees of Grant Recipients or their appointed third parties who are:</p> <ul style="list-style-type: none">involved in preparing and submitting a Grant Application;involved in the management or delivery of a Project;

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

	<ul style="list-style-type: none"> senior stakeholders that should be informed in the case of an escalation or other management activity; <p>(b) Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of a Grant Application, or within the supporting delivery plan documents.</p> <p>(c) Names and contact details (postal address, email, telephone number) of employees of installers who are involved in the management or delivery of a Project. Information about the installer will also be shared, including Companies House number, Trustmark Business ID number, MCS licence number, and PAS Certification number.</p> <p>(d) Names, addresses, contact details (postal address, email, telephone number), household income (where necessary to verify eligibility) of occupants of eligible homes, including occupants who drop out of a Project. Information about the property will also be shared, including Unique Property Reference Numbers, information about building characteristics, and information about measures installed in the property.</p> <p>(e) Information about the measures installed into homes, including the cost charged by the installer, and the contribution towards this from grant recipients, occupants, or other third parties.</p> <p>(f) Information relating to action a Grant Recipient takes against installers or individuals as a result of fraudulent activity may also be shared on an ad-hoc basis.</p> <p>(g) Names, business telephone numbers and email addresses, office location and position of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Order Contract and performance management. The Order Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Order Contract.</p>
Categories of Data Subject	<p>(a) Staff – Grant Recipient staff, Supplier staff, Buyer staff, DESNZ staff</p> <p>(b) Grant Recipient suppliers – Grant Recipient supplier / supply chain staff or agents</p> <p>(c) Homeowners - members of the public and beneficiaries of funding received via the Grant Recipient</p>

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

	<p>(d) Tenants - members of the public and beneficiaries of funding received the via the Grant Recipient</p> <p>(e) Staff of the Buyer and the Supplier, including where those employees are named within the Order Contract itself or involved within contract management.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Personal Data will be processed for the Order Contract Period. Three months prior to the end of the Order Contract Period, the Supplier is required to inform the Controller via communication with the Buyer of Personal Data held. The Controller will provide instruction via the Buyer of what Personal Data must be returned upon the completion of Processing and what Personal Data must be destroyed, in line with the requirements of this Schedule 11. The Supplier shall be entitled to retain Personal Data which it reasonably requires for legal or regulatory reasons or in line with its professional obligations, and shall keep such Personal Data for the period specified in its retention policy.</p> <p>In the case that Processing of specific Personal Data is not required for the duration of the Order Contract Period, and is completed prior to the applicable End Date, the Controller (communicated via the Buyer), will give instruction for return or destruction of this Personal Data. The Supplier shall provide written confirmation to the Controller and the Buyer that certifies the permanent destruction of all applicable Personal Data, within a period as agreed.</p> <p>Where the Controller wishes for Personal Data to be returned, the Supplier will:</p> <p>(a) provide the Controller with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Controller) and erase from any computers, storage devices and storage media that are to be retained by the Supplier after the termination or expiry of the Order Contract. The Supplier will certify to the Controller and to the Buyer that it has completed such deletion, within a period as agreed.</p> <p>Where the Controller wishes for Personal Data to be deleted, the Supplier will:</p> <p>(a) delete the Personal Data it is not permitted to keep and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the</p>

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

	<p>Order Contract. The Supplier will certify to the Controller and to the Buyer that it has completed such deletion.</p> <p>Where Personal Data is contained within the Order Contract, this will be retained in line with the Buyer's privacy notice.</p>
--	--

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £100,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

[Dept] SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend.

Guidance about the data required is provided below.

PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT .

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 ☒

£1.2m ☐

1.2m ☐

A2. Total value of subcontracted revenues (£)

(Please note that this is the total value of all sub-contracted revenues for SMEs and non-SMEs.

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 ☒

£190k ☐

190k ☐

A3. Total value of subcontracted revenues to SMEs (£)

Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 ☒

£0.05m ☐

0.05m ☐

Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (If different).

Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the definition of a SME.
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

[Dept] SME Data Collection

v2.1

Please refer to the guidance tab.
Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]

INSERT YOUR ORGANISATION/COMPANY NAME	Full Year 2018/19 (Apr 2018- Mar 2019)		Breakdown of Departmental Contract Revenue (100%-£0)
SELECT DEPARTMENT	£	%	
CONTRACT NAME			
A1. Total contract revenue (£) received directly from selected contract.	£0.00		
A2. Total value of subcontracted revenues (£)	£0.00		
A3. Total value of subcontracted revenues to SMEs (£)	£0.00		

Data provided by:	
Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	

Please provide details of the preferred contact for future reporting (If applicable):	
Name	
Email	
Phone	

Order Schedule 1 (Transparency Reports)

Order Ref:

Crown Copyright 2020

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Order Schedule 1 (Transparency Reports)

Order Ref:

Crown Copyright 2020

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
New Subcontractors	All relevant information pertaining to a new procurement	Buyer to supply all information necessary to publish Contracts Finder Notice and a Find a Tender Service Notice if required	Whenever any contract above £25,000 are being procured
Supplier Order Contract Performance KPIs	A selection of KPIs and SLAs (of no less than 4, including the social value KPI) to be agreed between buyer and supplier.	Gov.uk or buyer's website	Quarterly
Charges	Total Order Contract price and any price variation:	Gov.uk	At start of Order Contract
Order Contract award notice	Order Contract award notice published detailing all relevant information pertaining to the procurement included	Gov.uk	Within 30 days of Order Contract signature and any variation >10% of the

Order Schedule 1 (Transparency Reports)

Order Ref:

Crown Copyright 2020

	a Order Contract that is redacted by the Supplier.		initial Order Contract value
--	--	--	------------------------------

Order Schedule 2 (Staff Transfer)

1. Definitions

- 1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier, including (without limit) to comply with a requirement or 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 CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under any such indemnity, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

- Part C (No Staff Transfer from Buyer, DESNZ or any Former Supplier on Start Date)
- Part D (Pensions)]
- - Annex D1 (CSPS)
- - Annex D2 (NHSPS)
- - Annex D3 (LGPS)
- - Annex D4 (Other Schemes)
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date

Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.

1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -

2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

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

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

6.1 The Supplier shall comply with:

6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and

6.1.2 the provisions in Part D: Pensions.

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined in relation to such person, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;

2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance, with Paragraphs 2.3.1 to 2.3.4, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply, with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee, whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

Part C: No Staff Transfer from Buyer, DESNZ or any Former Supplier on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer, DESNZ or any Former Supplier.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer, DESNZ or any Former Supplier claims, or it is determined in relation to any employee of the Buyer, DESNZ or any Former Supplier, that their contract of employment has been transferred from the Buyer, DESNZ or the Former Supplier (as the case may be) to the Supplier or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2 the Buyer, DESNZ or the Former Supplier may offer employment to such person, or the Buyer may take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment or shall procure that the relevant Sub-contractor shall release the person from its employment;

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier or the relevant Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance, and any relevant Sub-contractor's compliance, with Paragraphs 1.2.1 to 1.2.4:

(a) the Buyer will indemnify the Supplier or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's or DESNZ's employees referred to in Paragraph 1.2; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier or the relevant 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.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier or any Sub-contractor; or

1.3.2 any claim that the termination of employment was unfair because the Supplier or the relevant Sub-contractor neglected to follow a fair dismissal procedure.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

1.5 If the Supplier or the relevant Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier or the relevant Sub-contractor (as the case may be) and the Supplier shall, or shall procure that the relevant Sub-contractor shall, (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer, DESNZ and any relevant Former Supplier against any Employee Liabilities that each of them may incur in respect of any such employees of the Supplier or the relevant Sub-contractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that DESNZ's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1. Definitions

1.1 Interpret this Part D using Joint Schedule 1 (Definitions).

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified NHS Pensions, the Buyer, DESNZ, any Replacement Supplier and any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D or the CSPS Admission Agreement or the Direction Letter or the LGPS Admission Agreement or relates to the payment of benefits under or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

4.2 The Supplier hereby indemnifies NHS Pensions, the Buyer, DESNZ, any Replacement Supplier and any Replacement Sub-contractor from and against all Losses suffered or incurred by each and any of them which arise from claims by Fair Deal Employees of the Supplier or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the Buyer and the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the Buyer and the Supplier; and

5.1.3 whose expenses shall be borne equally by the the Buyer and the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPA, 5.2 of Annex D2: NHSPS or 4 of Annex D3: LGPS apply; or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal (such agreement not to be unreasonably withheld), that the Supplier (or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or, if later, cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier or any Sub-contractor has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any such Sub-contractor shall):

10.2.1 supply to the Buyer details of its Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier or NHS Pensions or CSPA or the relevant Administering Authority or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employees that remain eligible for New Fair Deal protection following a Service Transfer;

10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier or any relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier or the relevant Sub-contractor's Broadly Comparable pension scheme is terminated;

10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier must, or must procure that the Sub-contractor (as agreed between them) must, pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any such Sub-contractor, the Shortfall shall be paid by the Supplier; and

10.2.6 indemnify the Buyer and DESNZ and NHS Pensions and CSPA and the relevant Administering Authority or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

1.1 Interpret Annex D1 using Joint Schedule 1 (Definitions).

2. Access to equivalent pension schemes after transfer

2.1 The Supplier shall procure that the Fair Deal Employees shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

Annex D2: NHS Pension Schemes

1. Definitions

1.1 Interpret Annex D2 using Joint Schedule 1 (Definitions).

2. Membership of the NHS Pension Scheme

2.1 In accordance with New Fair Deal, the Supplier and any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.

2.3 The Supplier must ensure (and procure that each of its Sub-Contractors (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractors') cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the Buyer can do if the Supplier breaches its pension obligations

5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.

5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.

5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access cannot be provided

6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

6.1.2 access to a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified the Buyer, DESNZ, any Replacement Supplier and any Replacement Sub-contractor against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

7.2 The Supplier must indemnify and keep indemnified the Buyer, DESNZ, NHS Pensions, any Replacement Supplier and any Replacement Sub-contractor against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-contractors

8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and any Replacement Supplier or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

1. Definitions

1.1 Interpret Annex D3 using Joint Schedule 1 (Definitions).

2. Supplier must become a LGPS admission body

2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into an LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.

2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employees membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the Contract;

1.1.3 the date which is 12 Months before the end of the Term; and

1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer and, if the Buyer shall so direct, to any Replacement Supplier or Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which the individuals listed are Transferring Supplier Employees, and (ii) 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 Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier or Replacement Sub-contractor about the operation of the Contract by the Supplier.

1.4 The Supplier warrants, for the benefit of the Buyer, DESNZ, 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 and shall indemnify each of them from and against any and all loss, damage, liability or costs of any kind that they may directly or indirectly incur as a result of any breach of this warranty.

1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer:

1.5.1 not 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 he/she replaces;

1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment or (ii) pensions, retirement and death

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer or any Replacement Supplier or Replacement Sub-contractor;

1.5.8 give the Buyer and any Replacement Supplier or Replacement Sub-contractor reasonable access to Supplier Personnel and their representatives to inform them about the intended transfer and consult on any measures envisaged by the Buyer, any Replacement Supplier or any Replacement Sub-contractor (as the case may be) in respect of persons expected to be Transferring Supplier Employees;

1.5.9 co-operate with the Buyer and any Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.10 promptly notify the Buyer and, if the Buyer shall so direct, any Replacement Supplier and Replacement Sub-contractor, of any notice to terminate employment given by the Supplier to, or received from, any persons listed on the Supplier's Provisional Supplier Personnel List, regardless of when such notice is to take effect;

1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice away any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer or any Replacement Supplier or Replacement Sub-contractor (unless otherwise permitted by the Buyer);

1.5.12 not to adversely affect pension rights accrued by any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of such a written request the Supplier shall provide such information as the Buyer may reasonably require in such request, which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of their normal working time spent on the Services by each employee engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

1.6.4 a description of the nature of the work undertaken by each employee, identifying each location at which that work is carried out, and by which employees at each such location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, DESNZ, any Replacement Supplier and 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 interruption or delay to normal payroll dates. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer and, if the Buyer shall so direct, to any Replacement Supplier or 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, national insurance, PAYE and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied by regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier or any relevant Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employee's participation in the Fair Deal Schemes (as defined in Part D: Pensions).

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and DESNZ and any Replacement Supplier and Replacement Sub-contractor from and against any Employee Liabilities arising from or as a result of 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.

2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of any Replacement Supplier or Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employee of the Supplier, that their contract of employment has been transferred from the Supplier to a Replacement Supplier or Replacement Sub-contractor pursuant to the Employment Regulations then:

2.5.1 the Buyer shall procure that the relevant Replacement Supplier or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of the notice from the relevant Replacement Supplier or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Buyer shall procure that the relevant Replacement Supplier or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Buyer shall advise the relevant

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

Replacement Supplier or Replacement Sub-contractor that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

and subject to the relevant Replacement Supplier or Replacement Sub-contractor complying with Paragraphs 2.5.1 to 2.5.4, the Supplier will indemnify the relevant Replacement Supplier or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to Paragraph 2.5.4.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or for equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of any Replacement Supplier or Replacement Sub-contractor, or

2.6.2 any claim that the termination of employment was unfair because the relevant Replacement Supplier or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point any Replacement Supplier or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and Replacement Sub-contractor in writing with such information as is necessary to enable the Buyer and any Replacement Supplier and Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that any Replacement Supplier and 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.

2.10 Subject to Paragraph 2.9, the Buyer shall procure that each Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of each of its Replacement Sub-contractors and their sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier or its Replacement Sub-contractors in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to any act or omission of the Supplier 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

Order Schedule 2 (Staff Transfer)

Order Ref:

Crown Copyright 2020

any failure by the Supplier or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred

Order Schedule 3 (Continuous Improvement)

Order Ref:

Crown Copyright 2020

(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

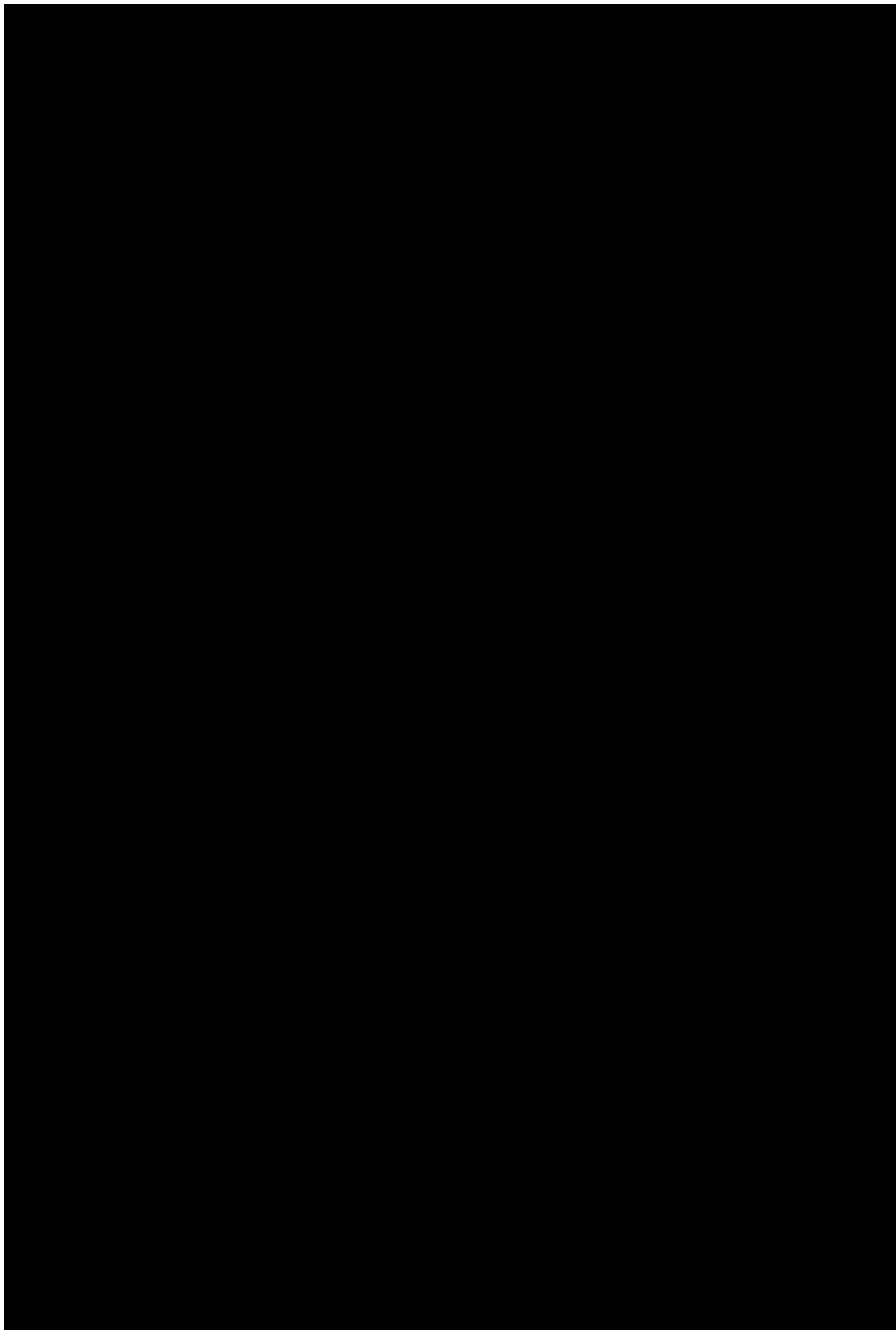
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

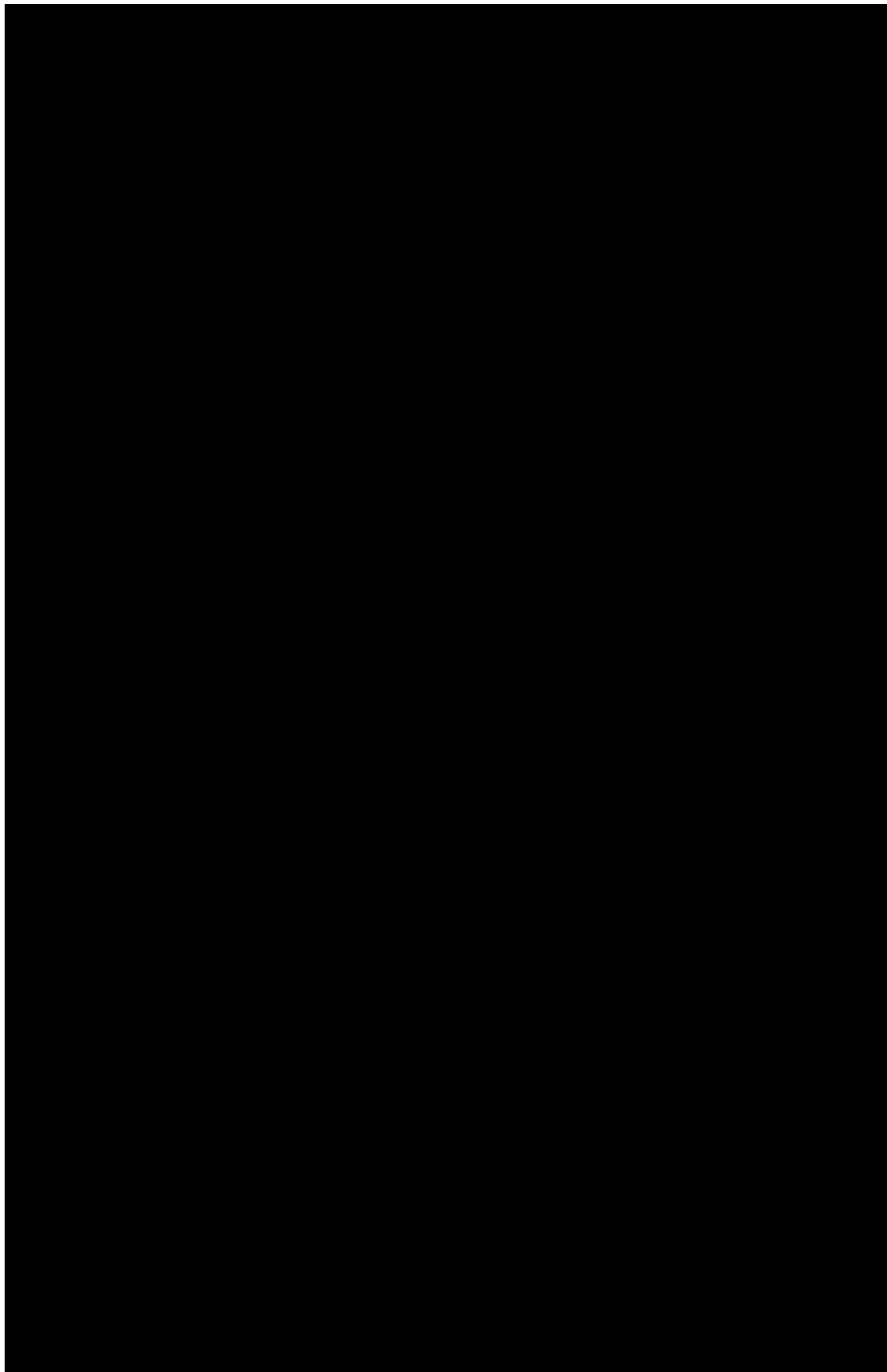
Order Schedule 4 (Order Tender)

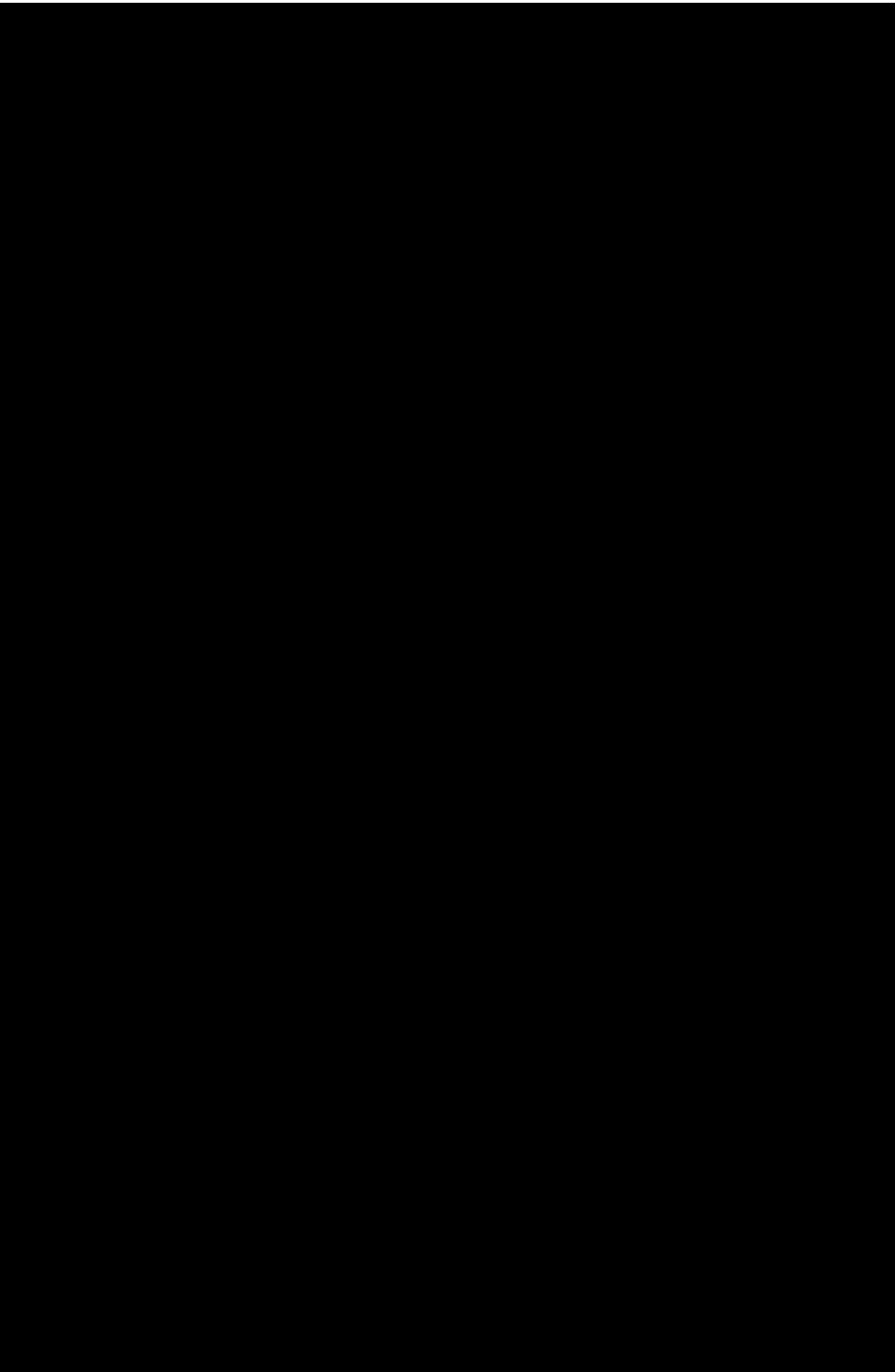
Order Ref:

Crown Copyright 2020

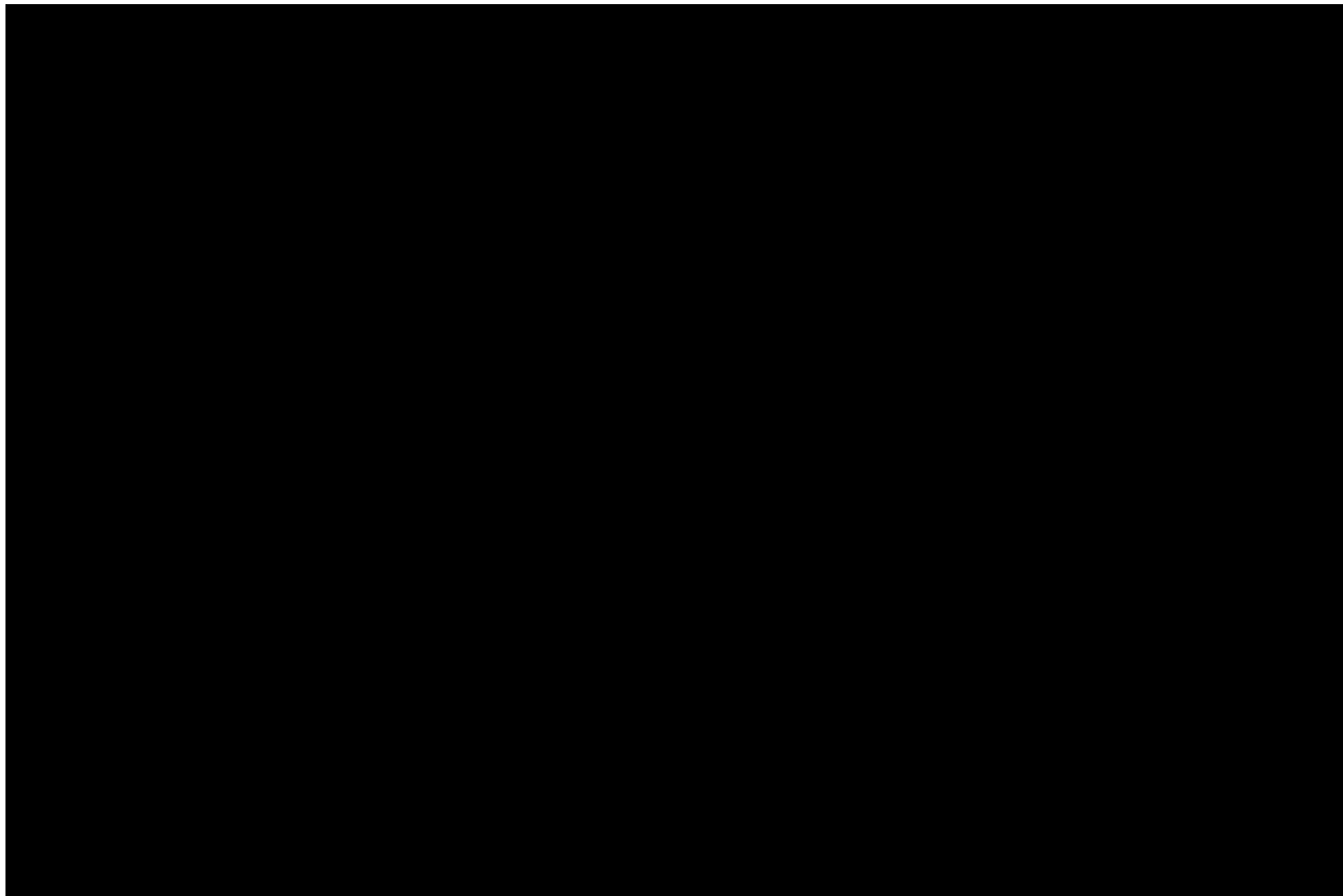
Order Schedule 4 (Order Tender)

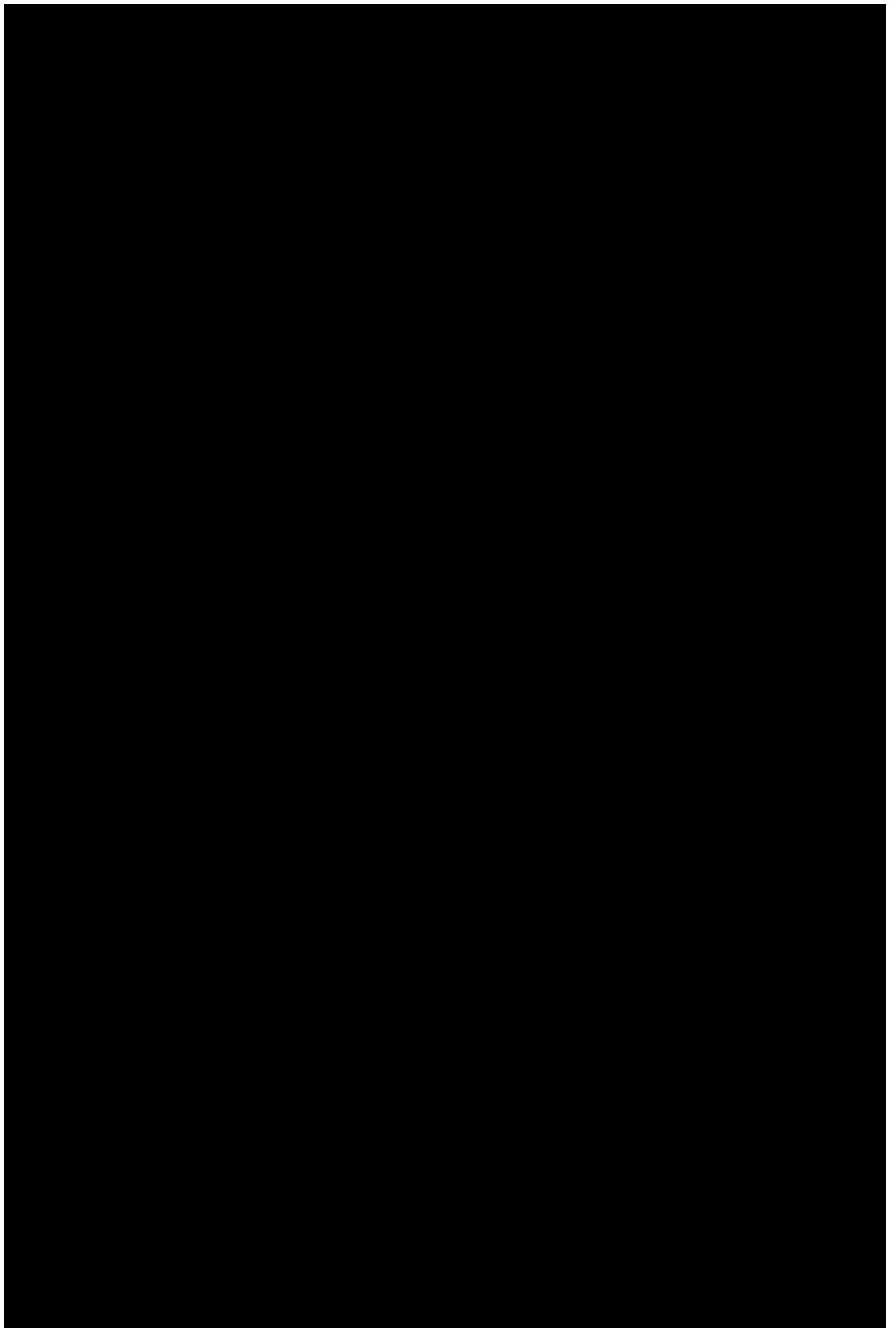


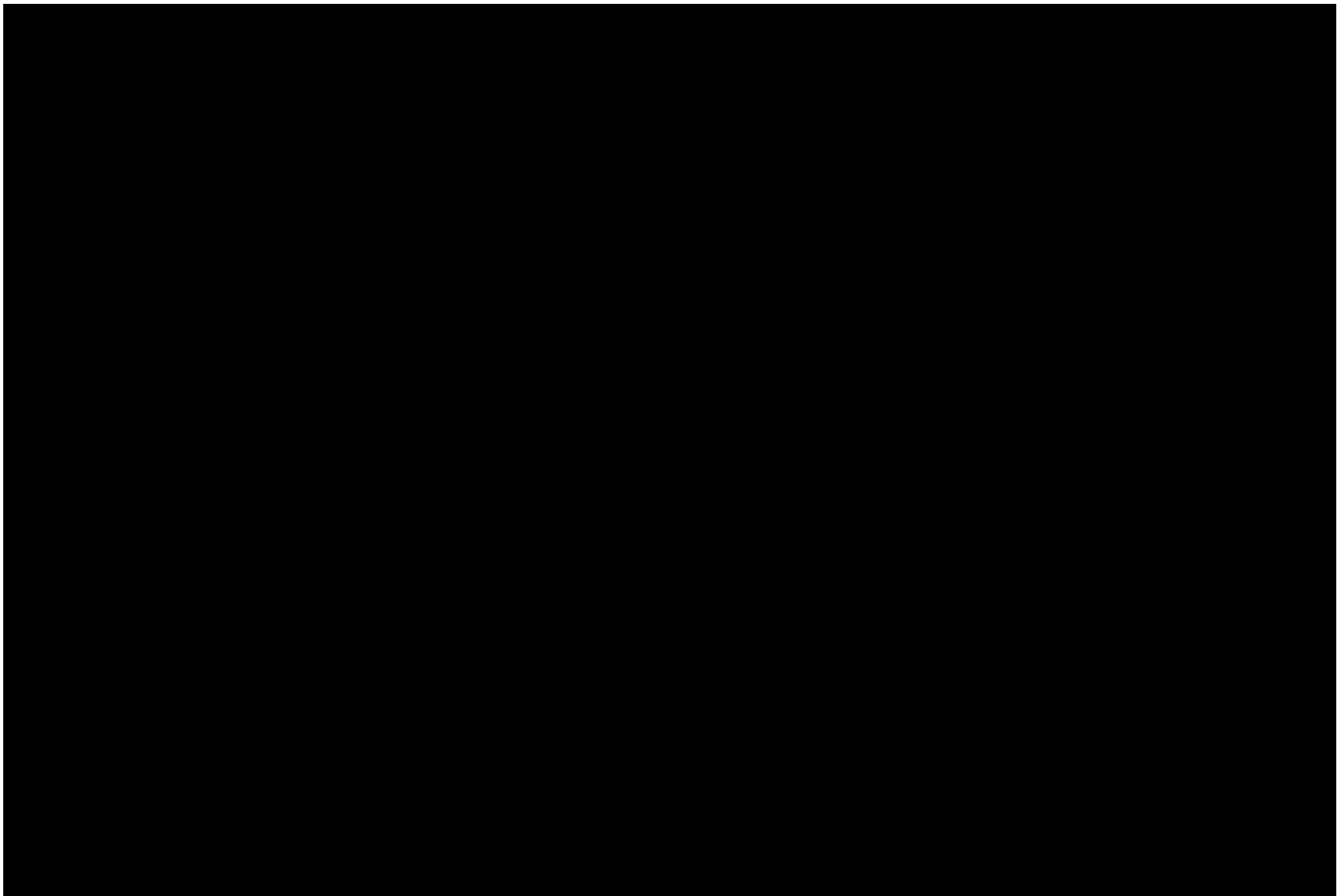




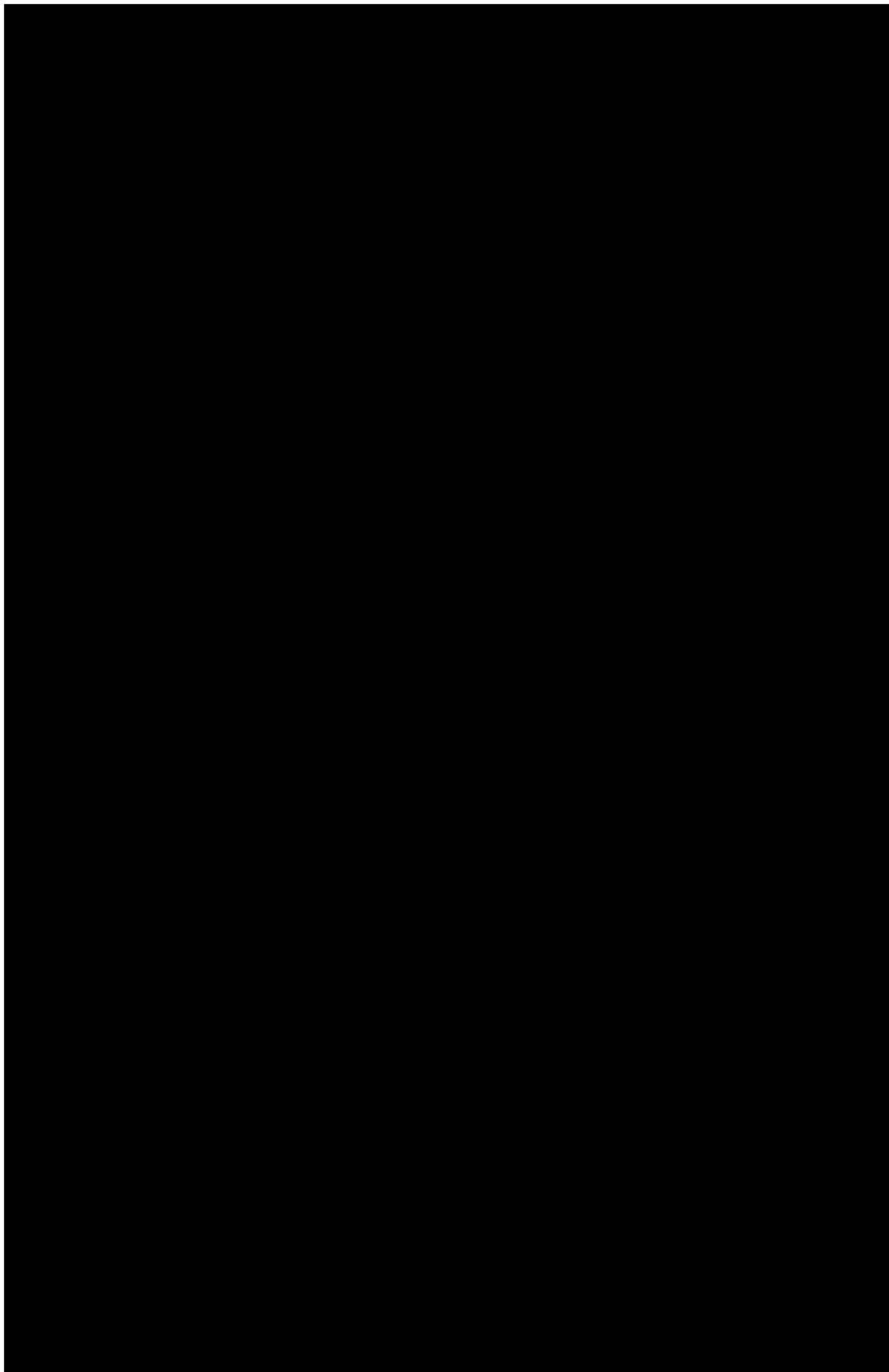
[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and is mostly illegible due to the quality of the scan. The text appears to be a continuous paragraph or a series of connected sentences. The handwriting is fluid and somewhat slanted. There are some words that are more legible than others, but the overall content cannot be accurately transcribed. The text is written in dark ink on a light-colored paper. The margins are narrow, and the text fills most of the page area. There are some small, dark spots and smudges throughout the text, which are likely artifacts from the scanning process. The overall appearance is that of an old, handwritten document.]

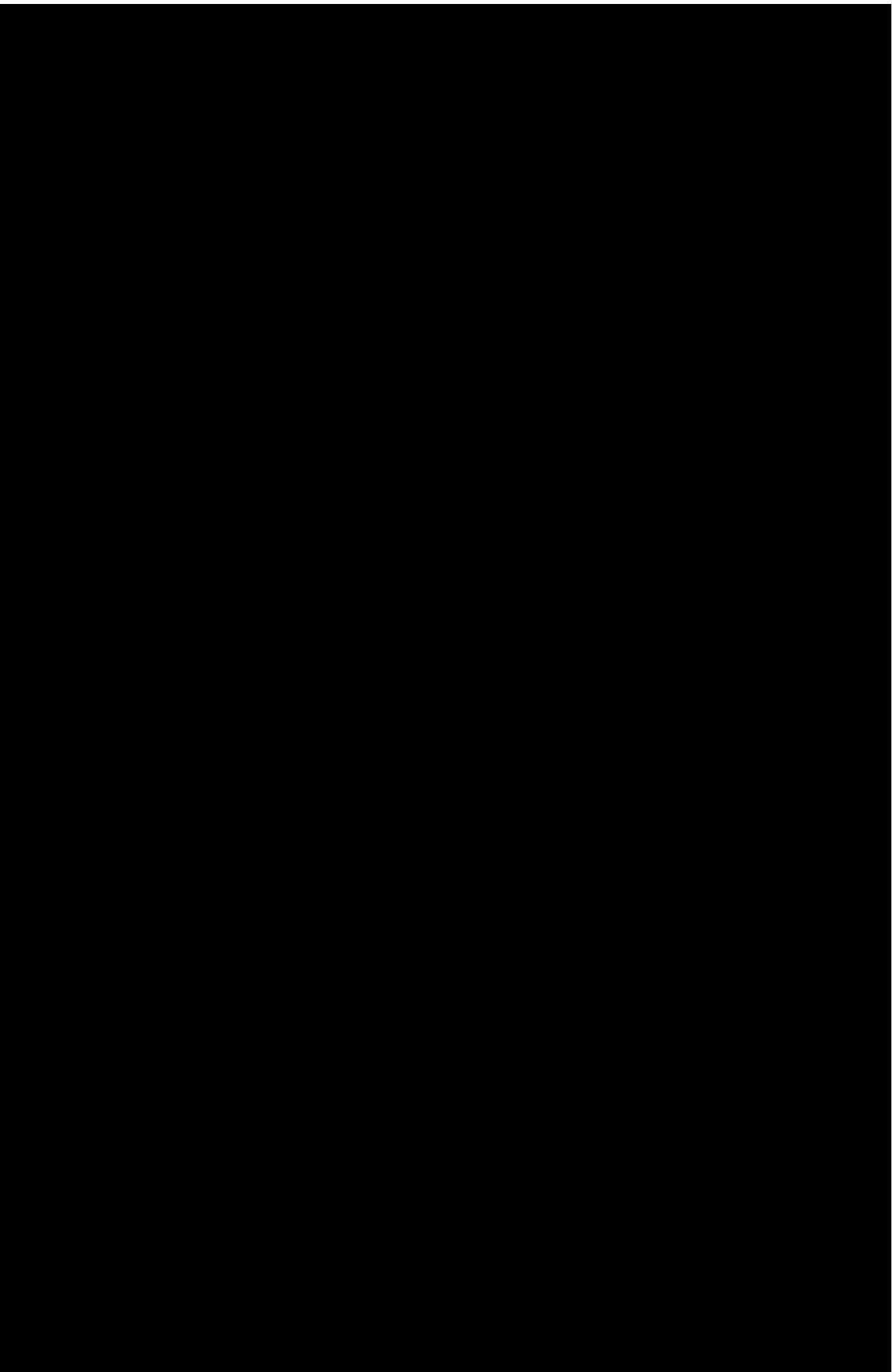


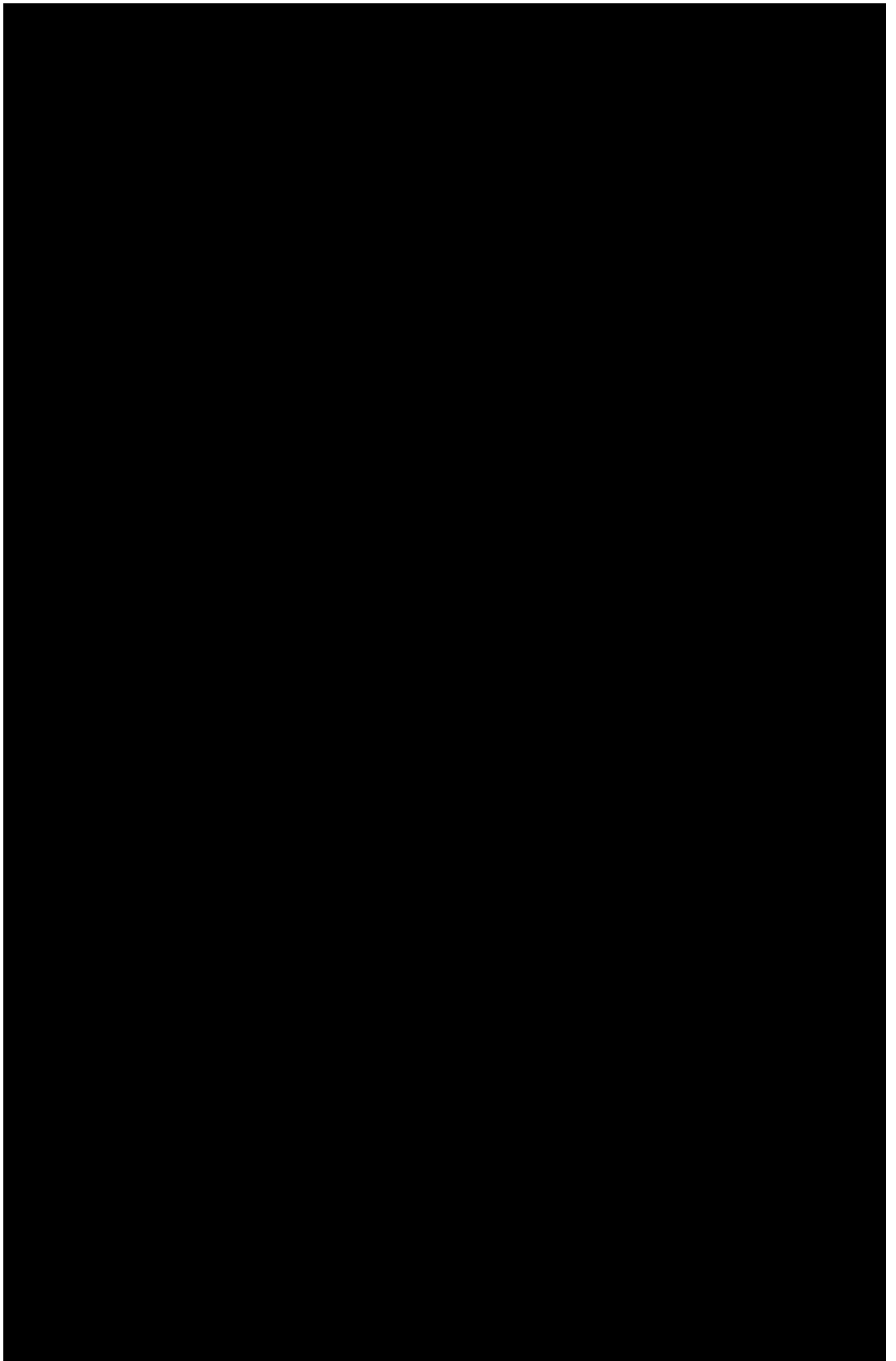


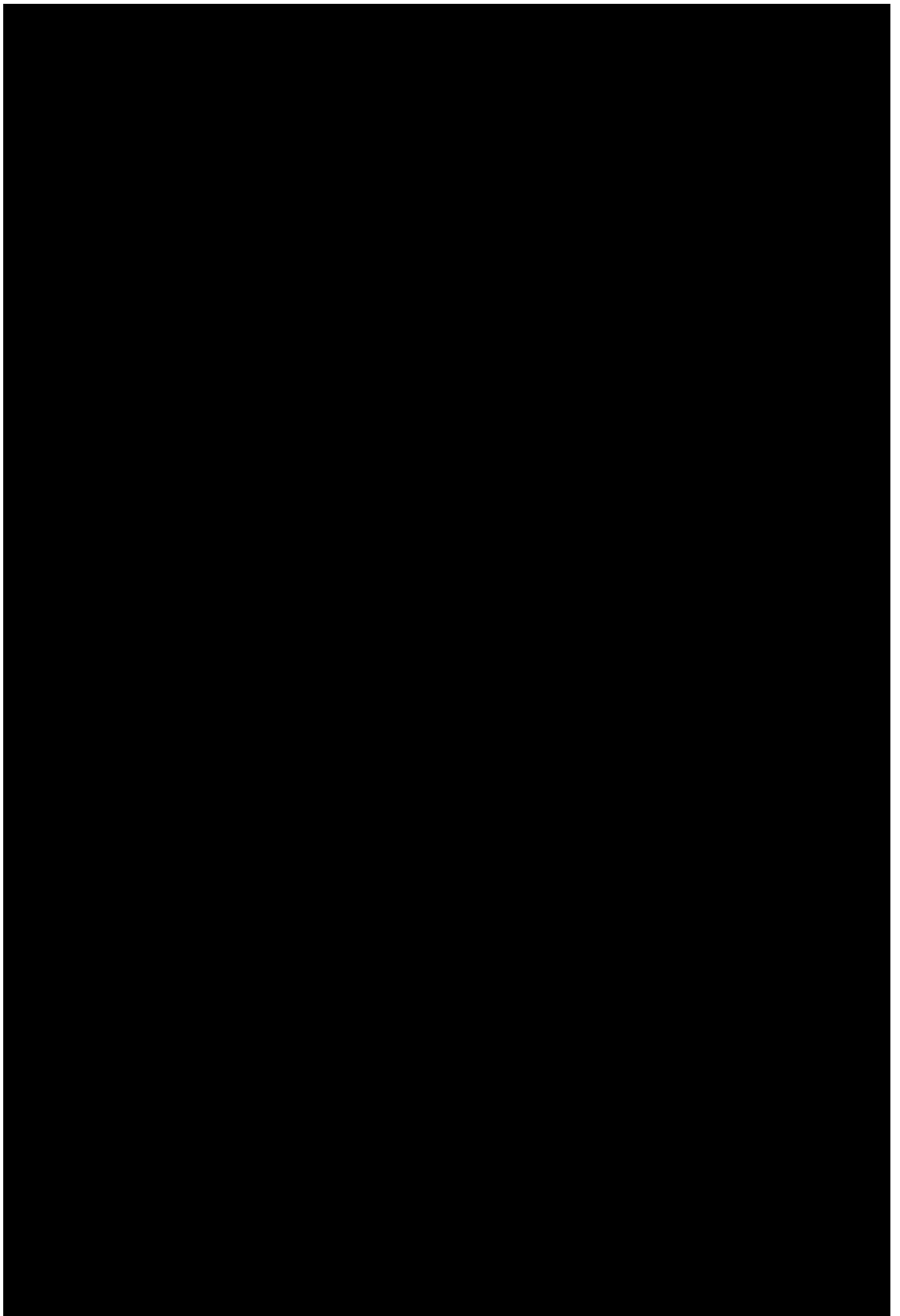


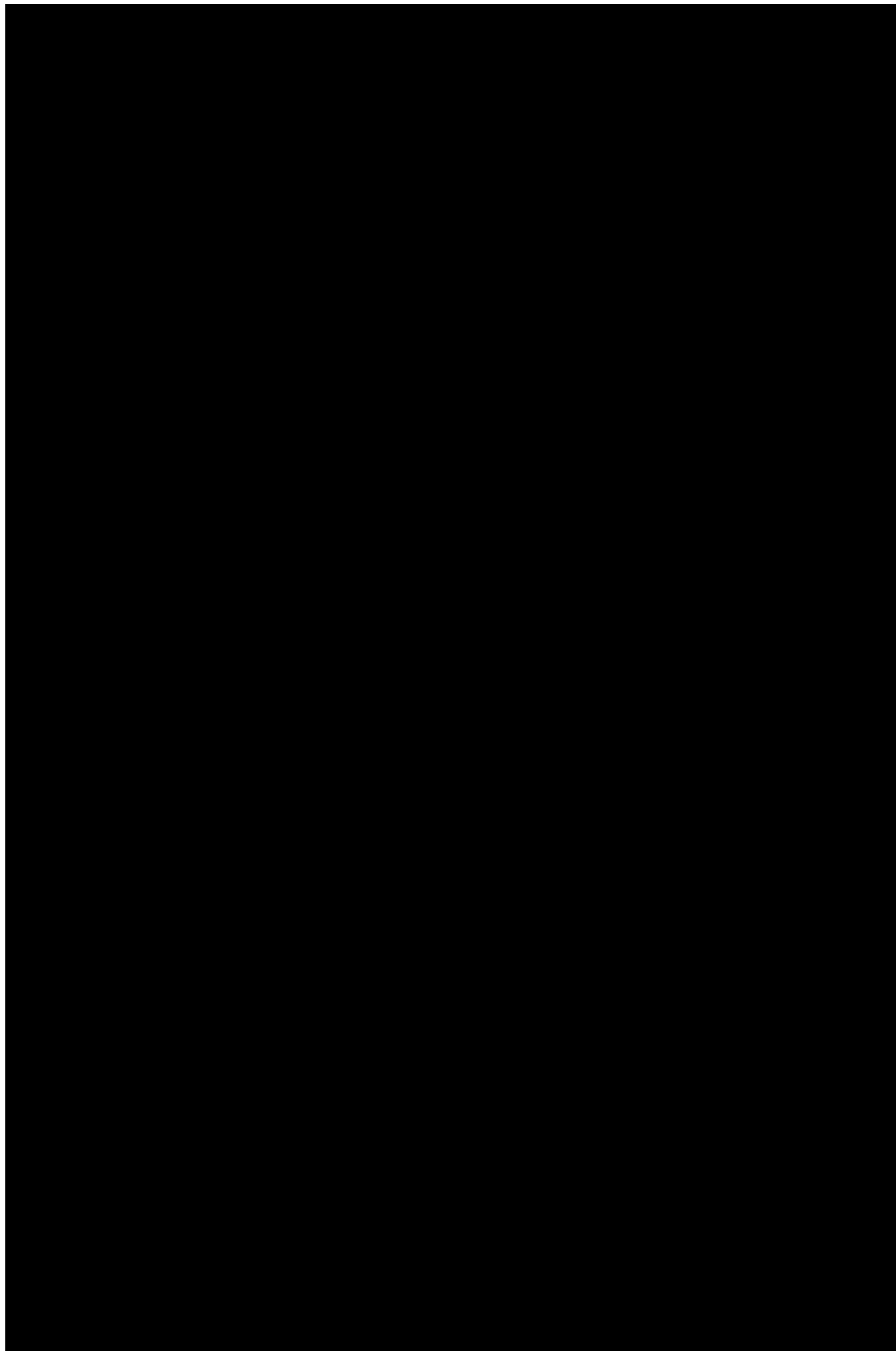
[The following text is a dense, continuous block of illegible characters and symbols, likely representing a corrupted scan of a document page. It contains no discernible words or structure.]

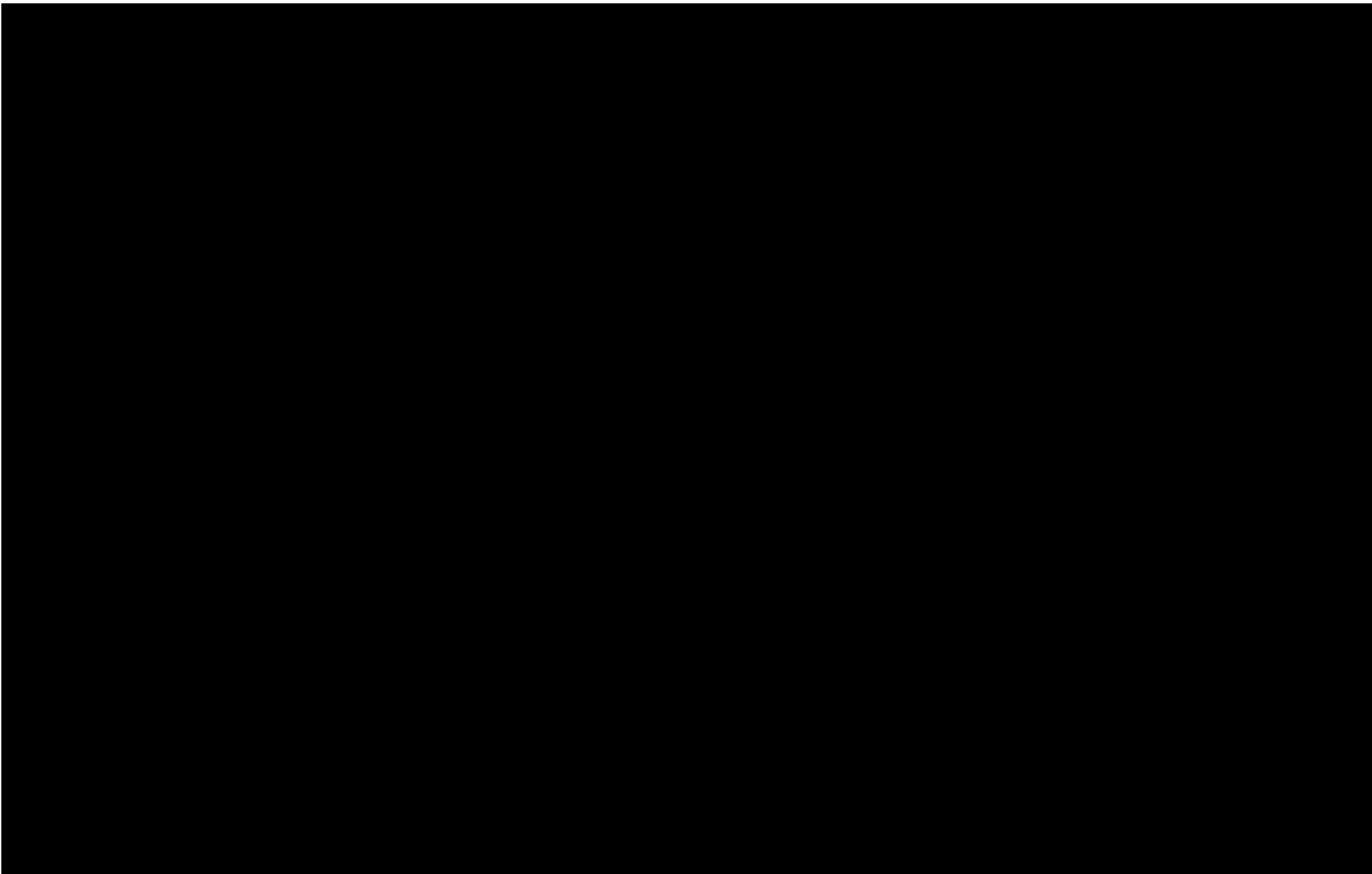












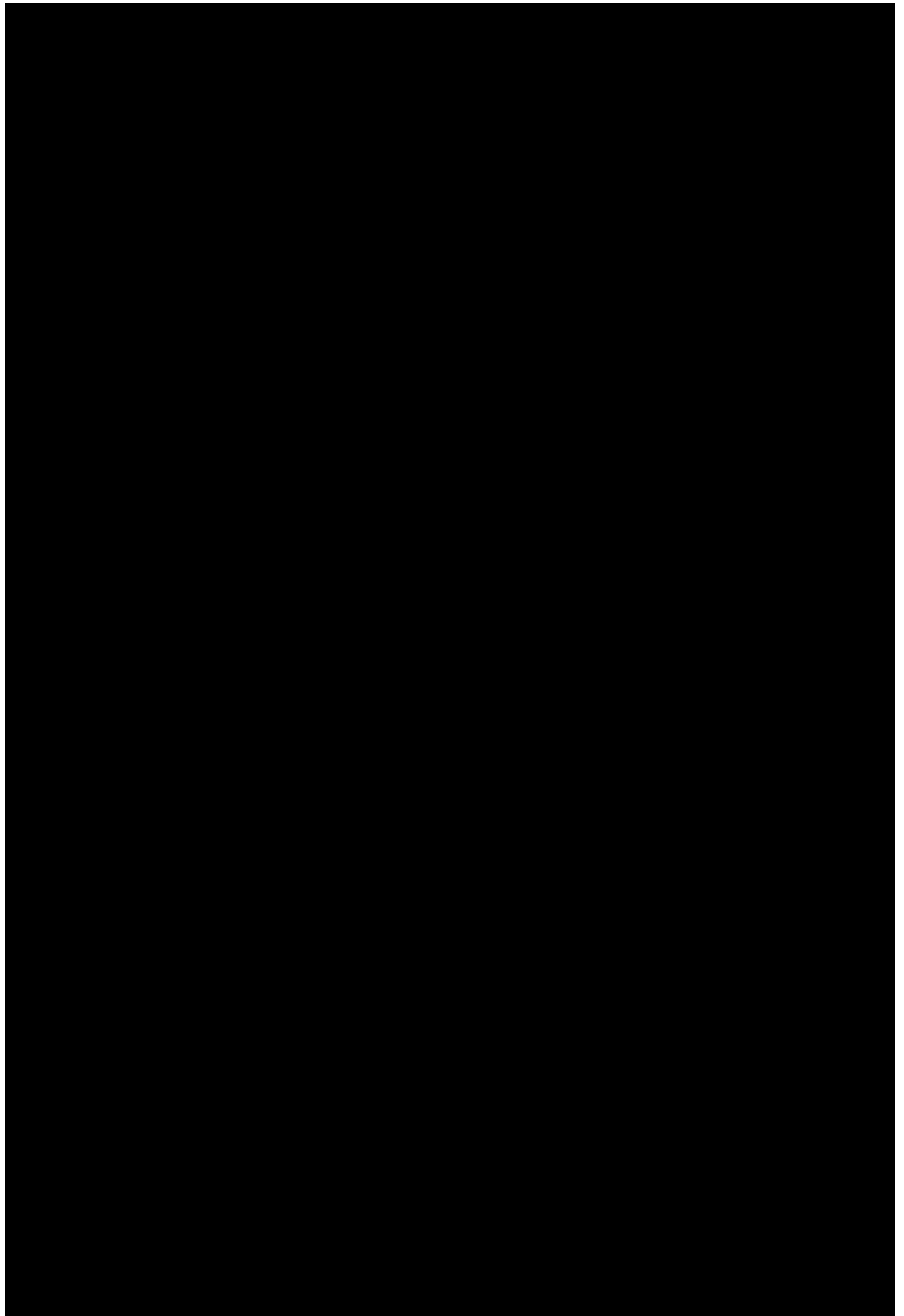
The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the conclusions and implications of the findings.

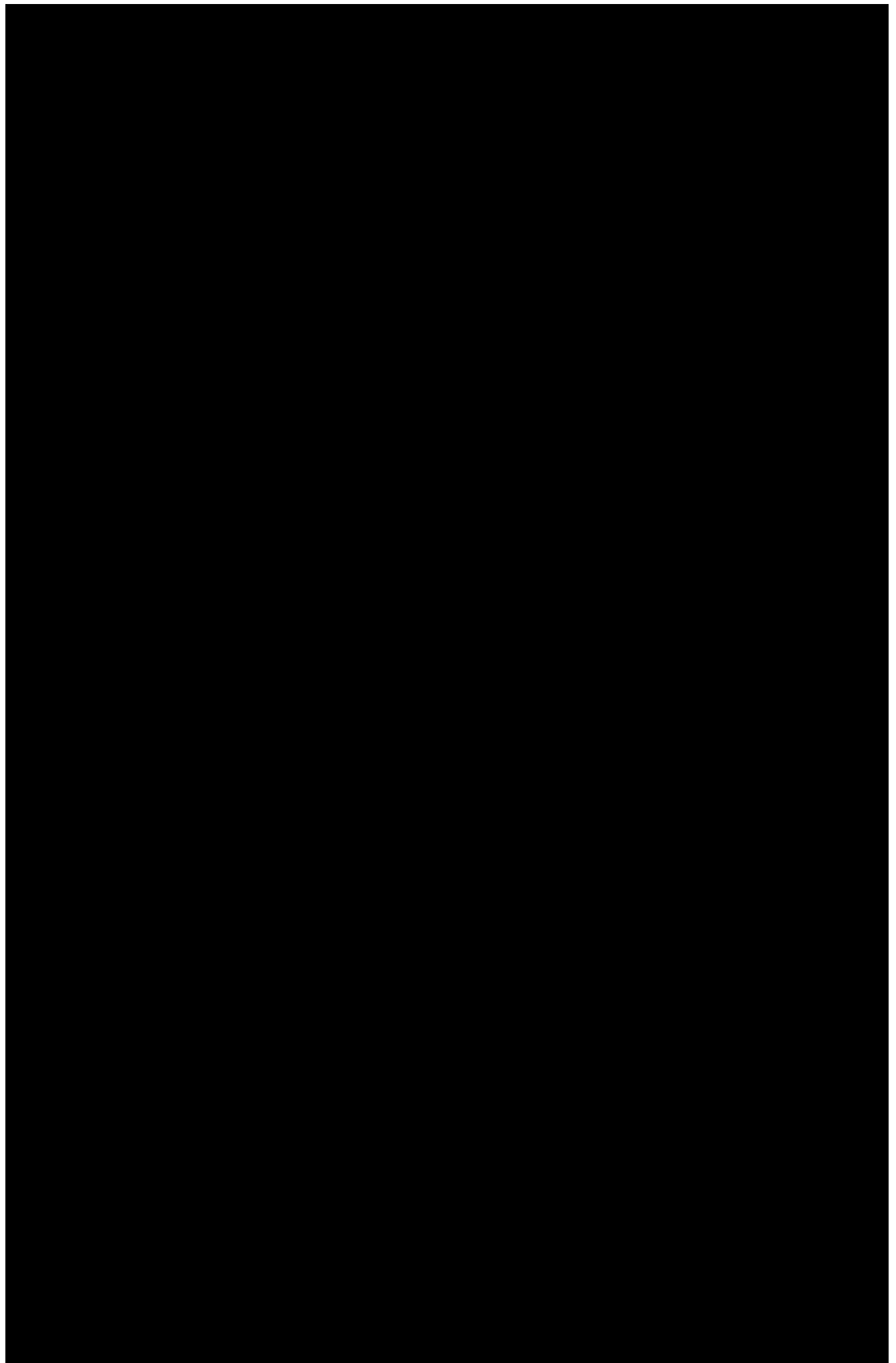
The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants using a survey questionnaire. The data was then analyzed using statistical software to identify patterns and relationships between the variables.

The results of the study show that there is a significant positive correlation between the variables. This suggests that as one variable increases, the other variable also tends to increase. The findings have important implications for the field of study and may lead to further research in this area.

In conclusion, the study has provided valuable insights into the relationship between the variables. The findings suggest that there is a need for further research to explore this relationship in more detail.

[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and is mostly illegible due to the quality of the scan. The text appears to be a continuous paragraph or a series of connected sentences. The handwriting is fluid and somewhat slanted. There are some words that are more legible than others, but the overall content cannot be accurately transcribed. The text is written in dark ink on a light-colored paper. The margins are narrow, and the text fills most of the page area.]





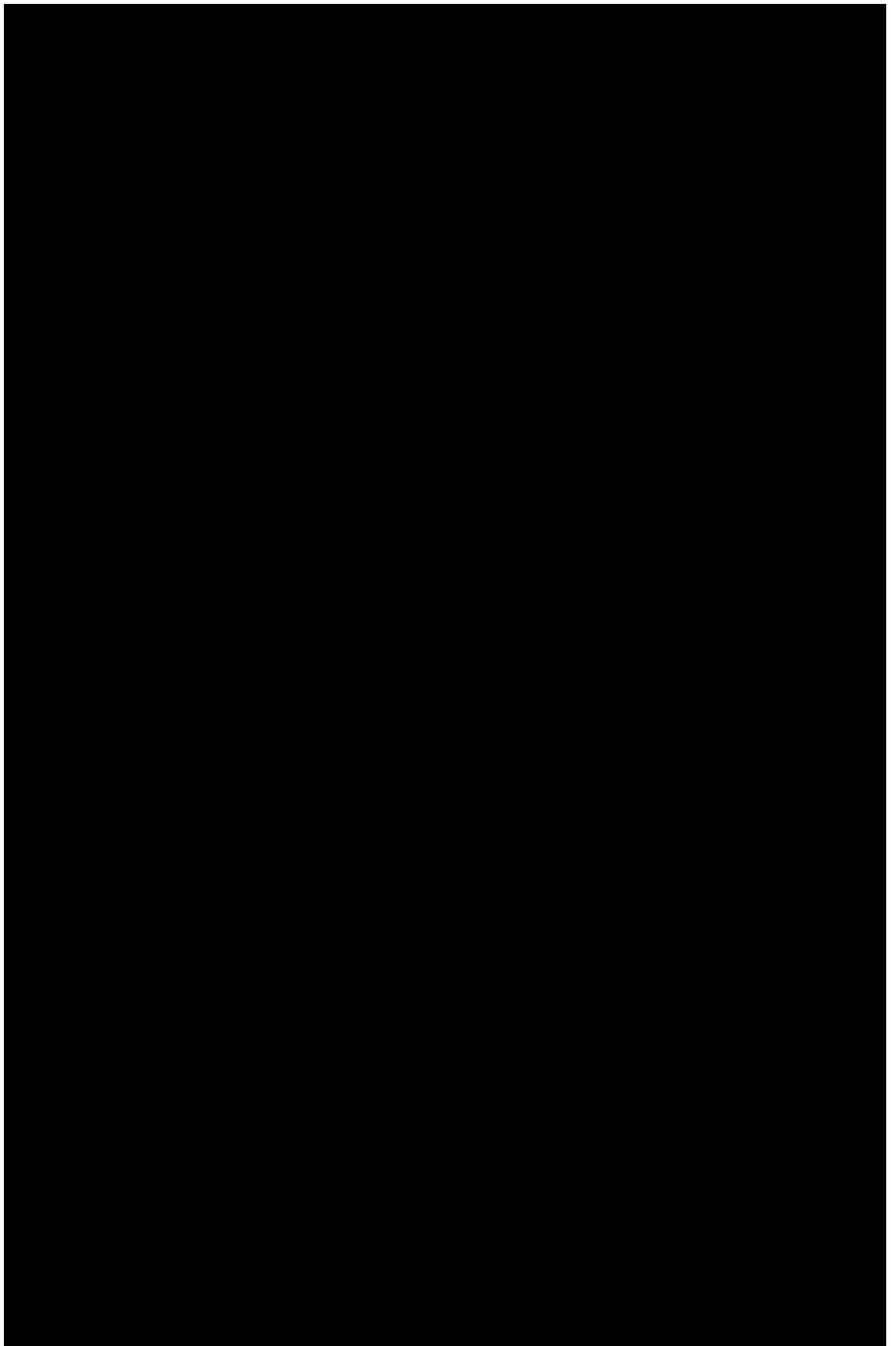


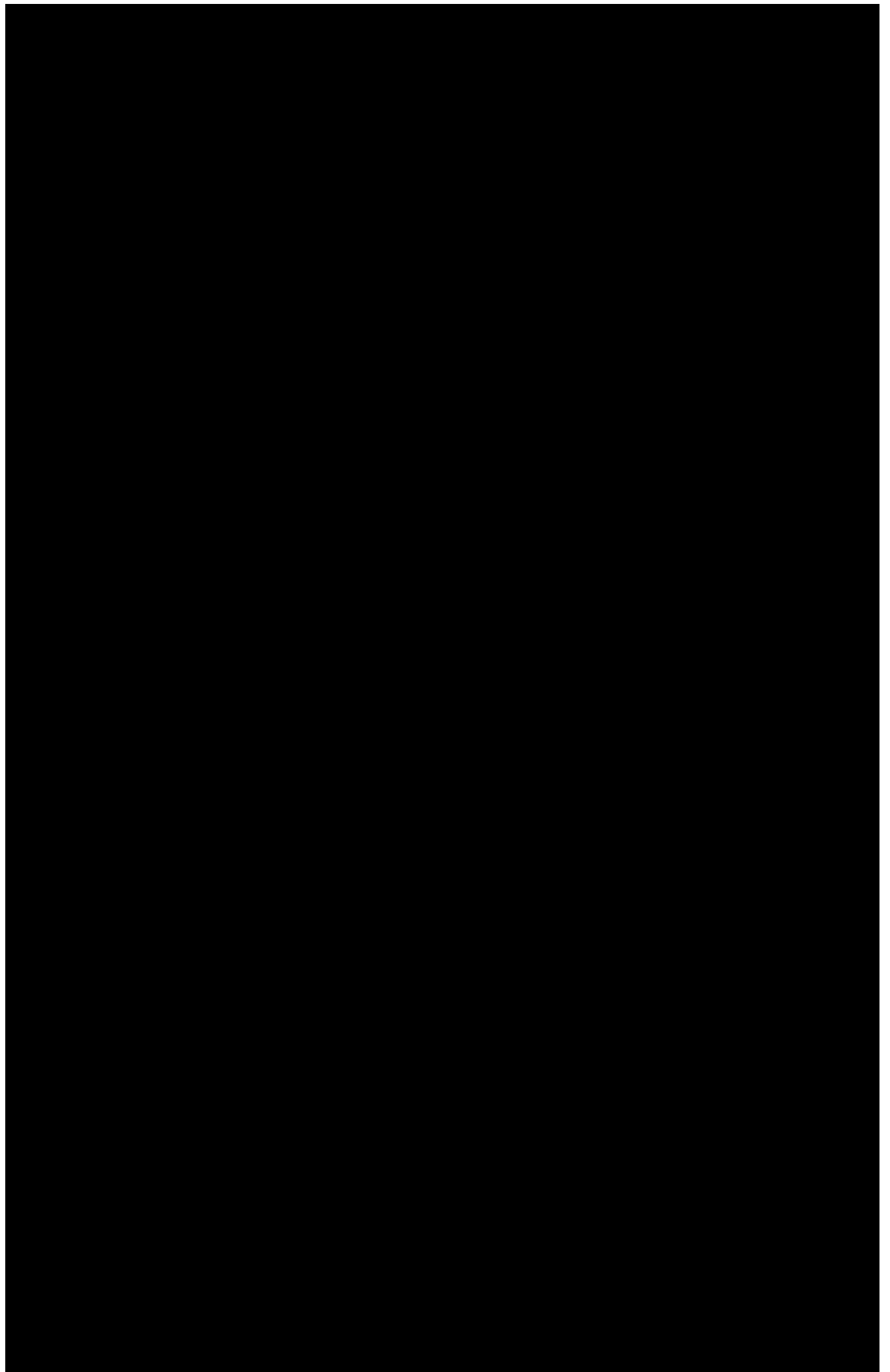
[The following text is a dense, continuous block of illegible characters, likely representing a scanned document page. It contains no discernible words or structure.]

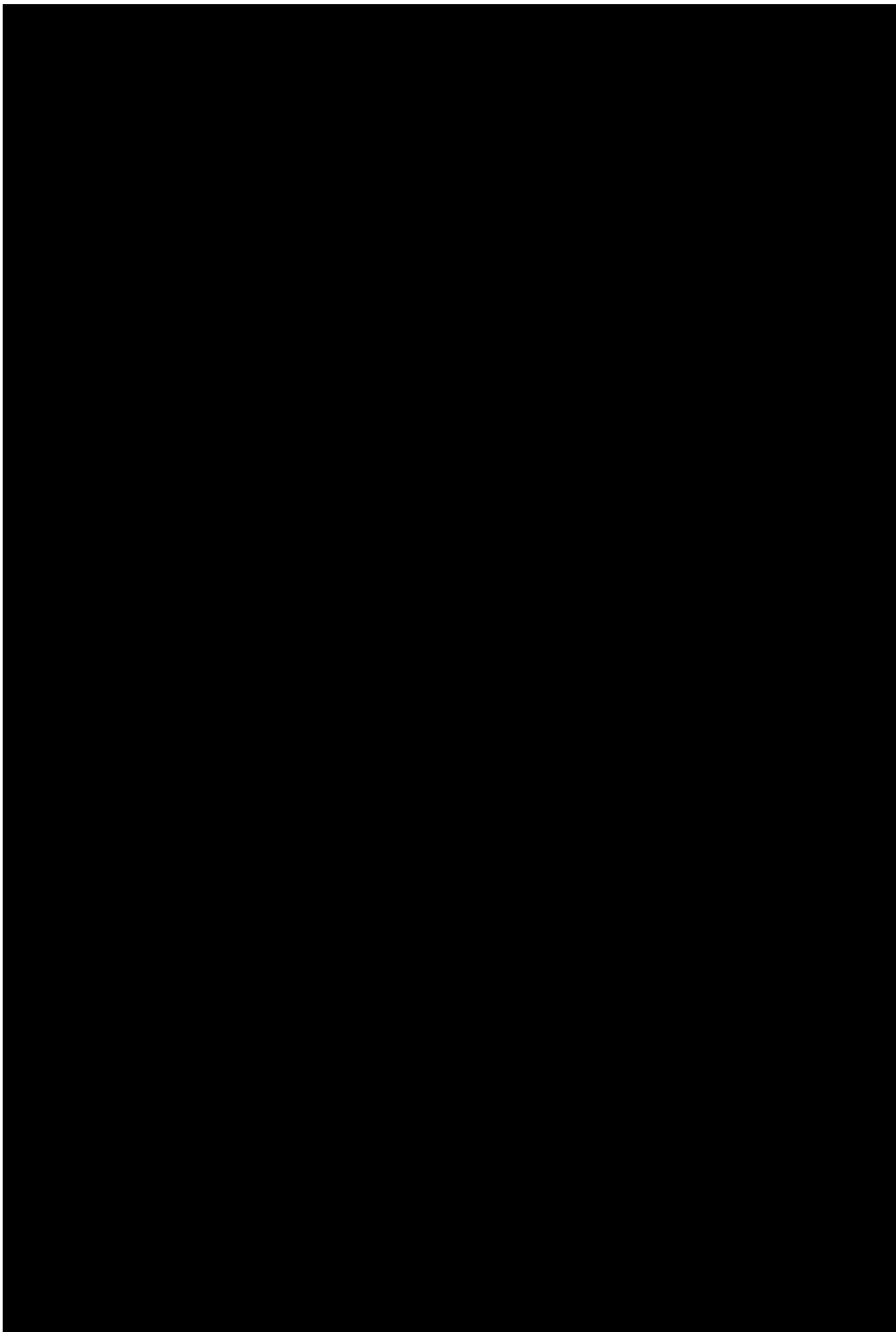


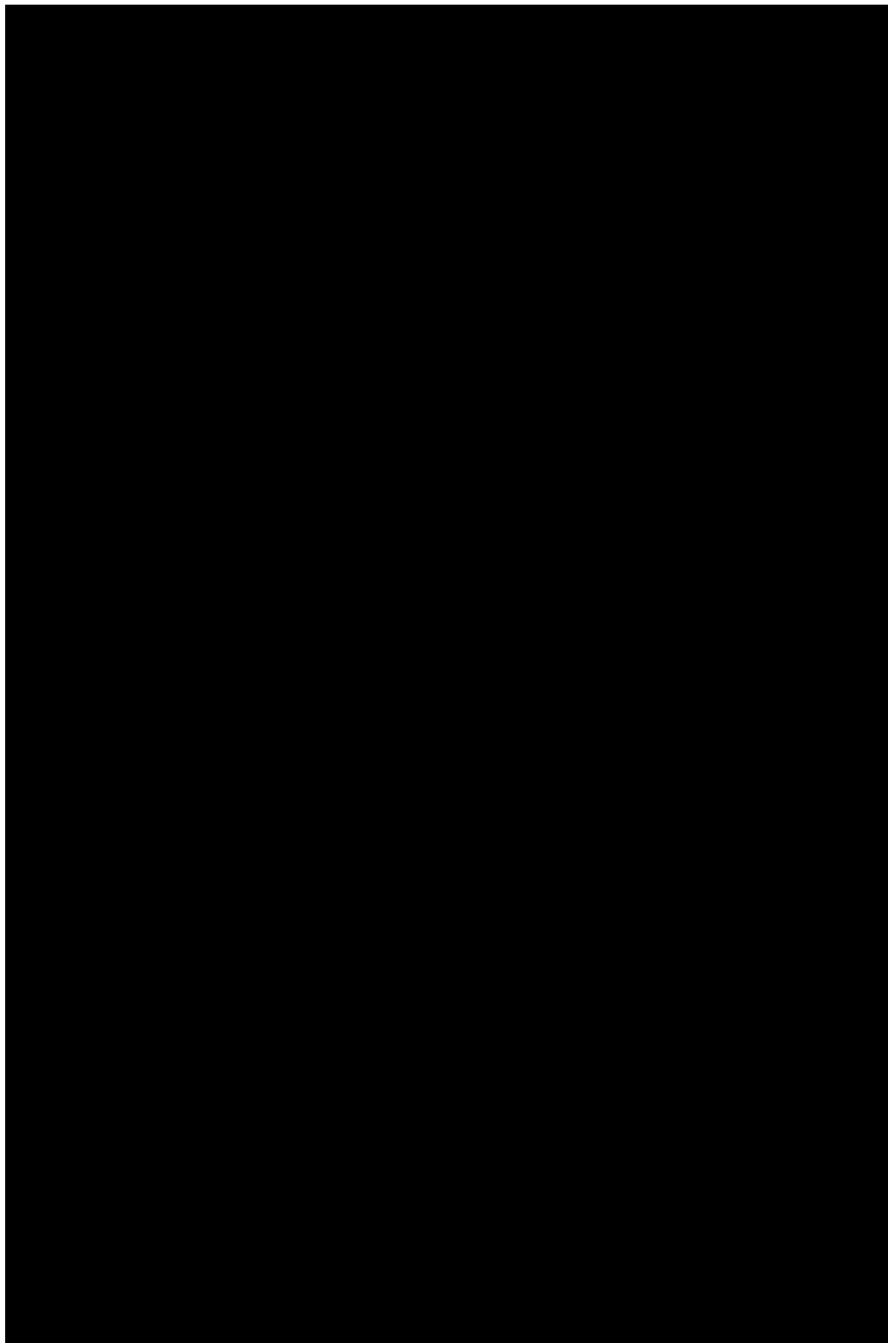


[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and is mostly illegible due to the quality of the scan. The text appears to be a continuous paragraph or a series of connected sentences. The handwriting is fluid and somewhat slanted. There are some words that are more legible than others, but the overall content cannot be accurately transcribed. The text is written in dark ink on a light-colored paper. The margins are narrow, and the text fills most of the page area.]







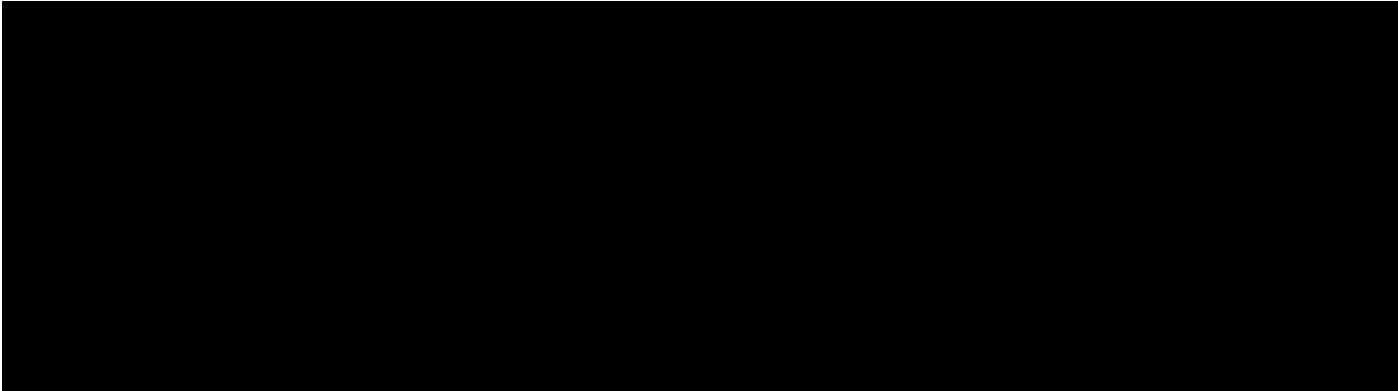


The first part of the paper discusses the importance of the research and the objectives of the study. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the findings. The final part of the paper provides a summary of the key points and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a large sample of participants, ensuring the representativeness of the findings. The analysis was performed using advanced statistical techniques, allowing for a detailed examination of the data. The results of the study are presented in a clear and concise manner, highlighting the key findings and their implications.

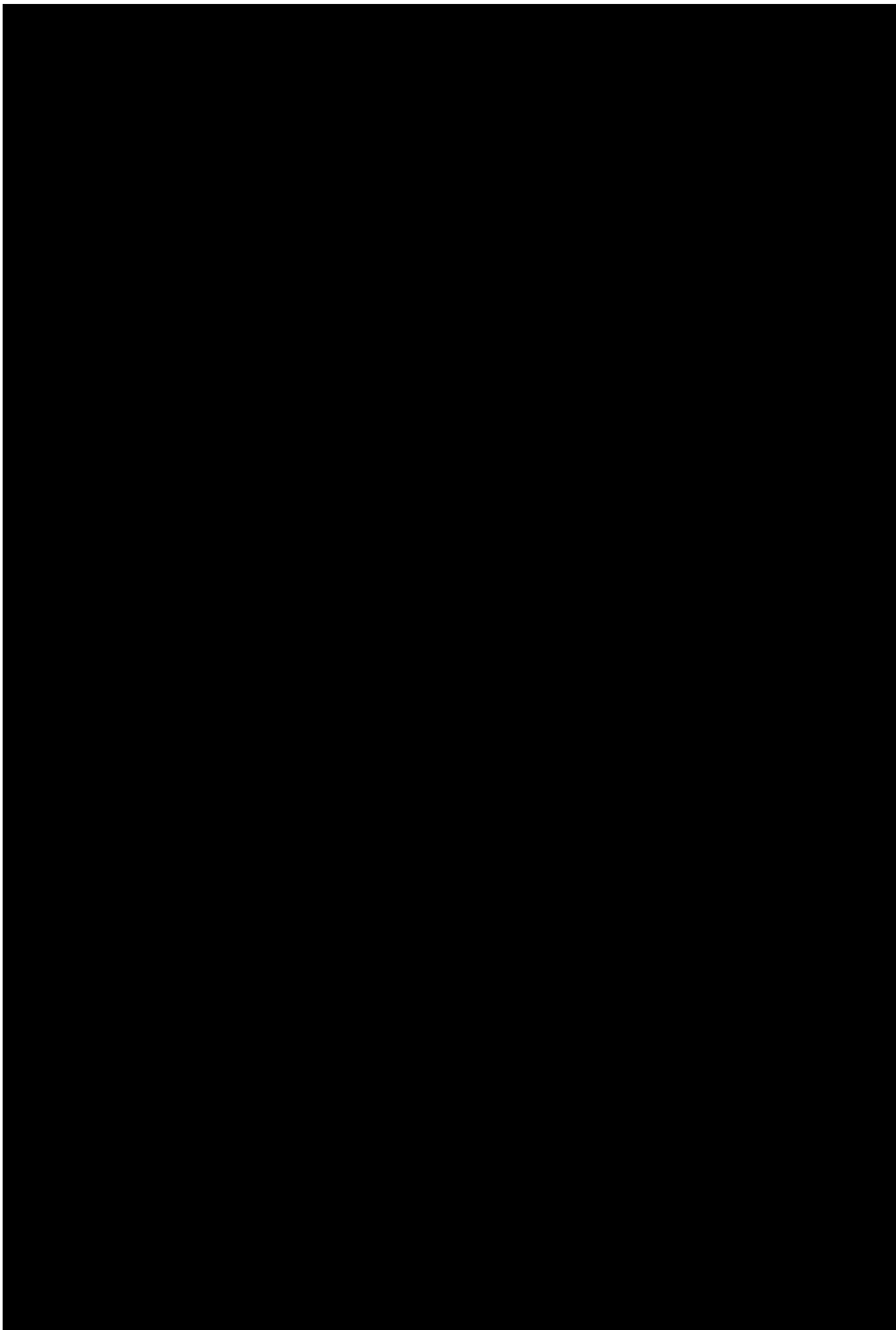
The findings of the study have important implications for the field of research. They provide a new perspective on the subject matter and offer valuable insights into the underlying mechanisms. The results also have practical implications, informing the development of interventions and policies. The study contributes to the existing body of knowledge and provides a foundation for future research.

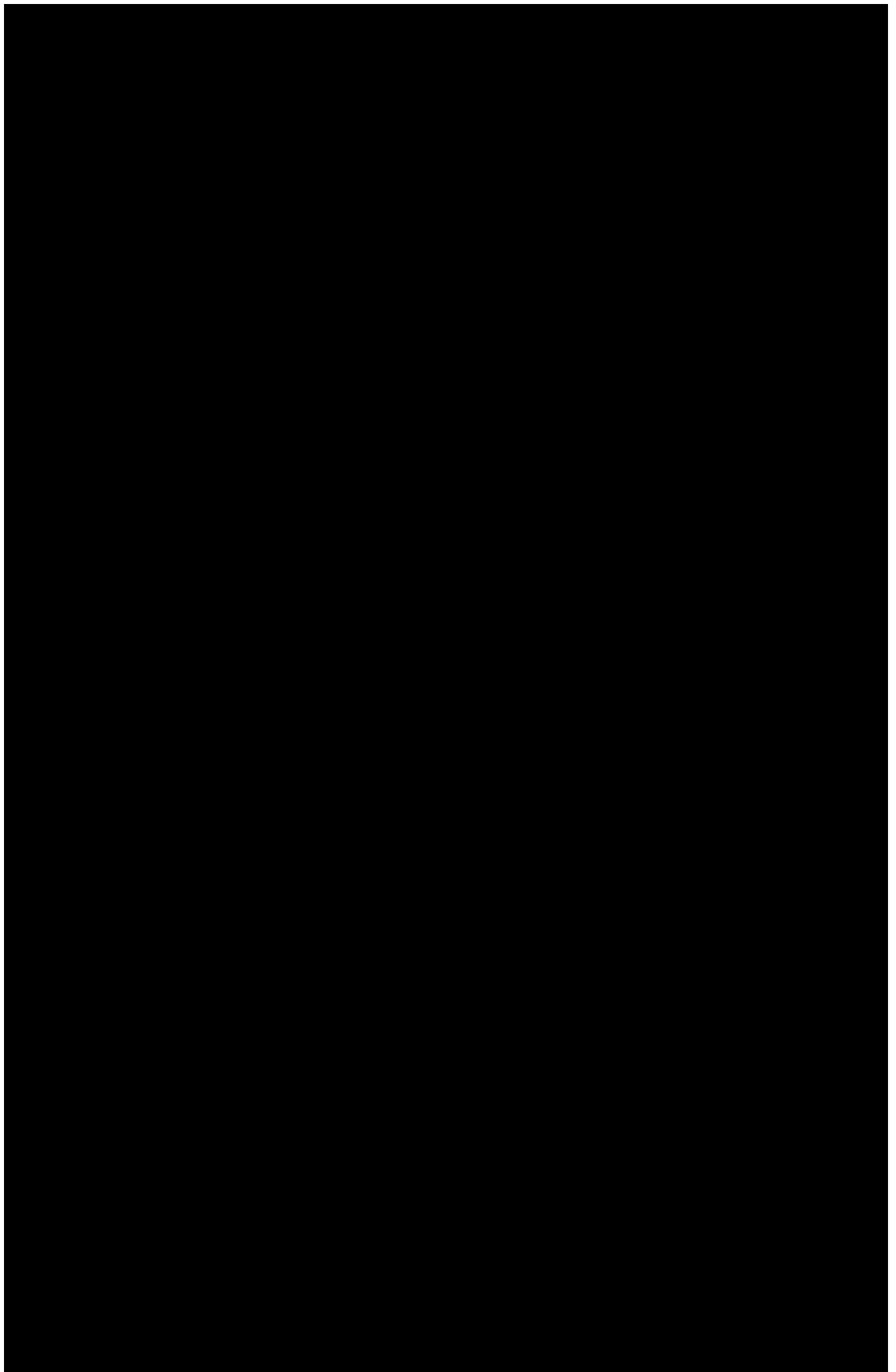
In conclusion, the study has successfully achieved its objectives and has provided a comprehensive understanding of the subject matter. The findings are significant and have important implications for the field. The study is a valuable contribution to the literature and provides a solid foundation for future research.

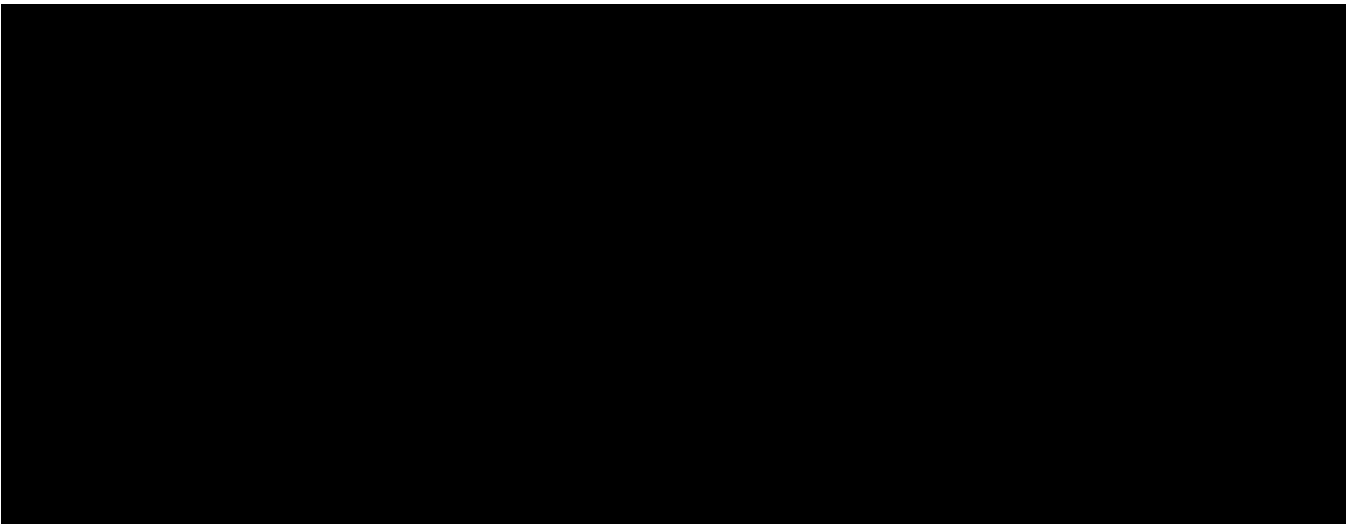


[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and is mostly illegible due to the quality of the scan. The text appears to be a continuous paragraph or a series of connected sentences. The handwriting is fluid and somewhat slanted. There are some words that are more legible than others, but the overall content cannot be accurately transcribed. The text is written in dark ink on a light-colored paper. The margins are narrow, and the handwriting fills most of the page area. There are some small, dark spots and smudges throughout the text, which are likely artifacts from the scanning process. The overall appearance is that of an old, handwritten document.]

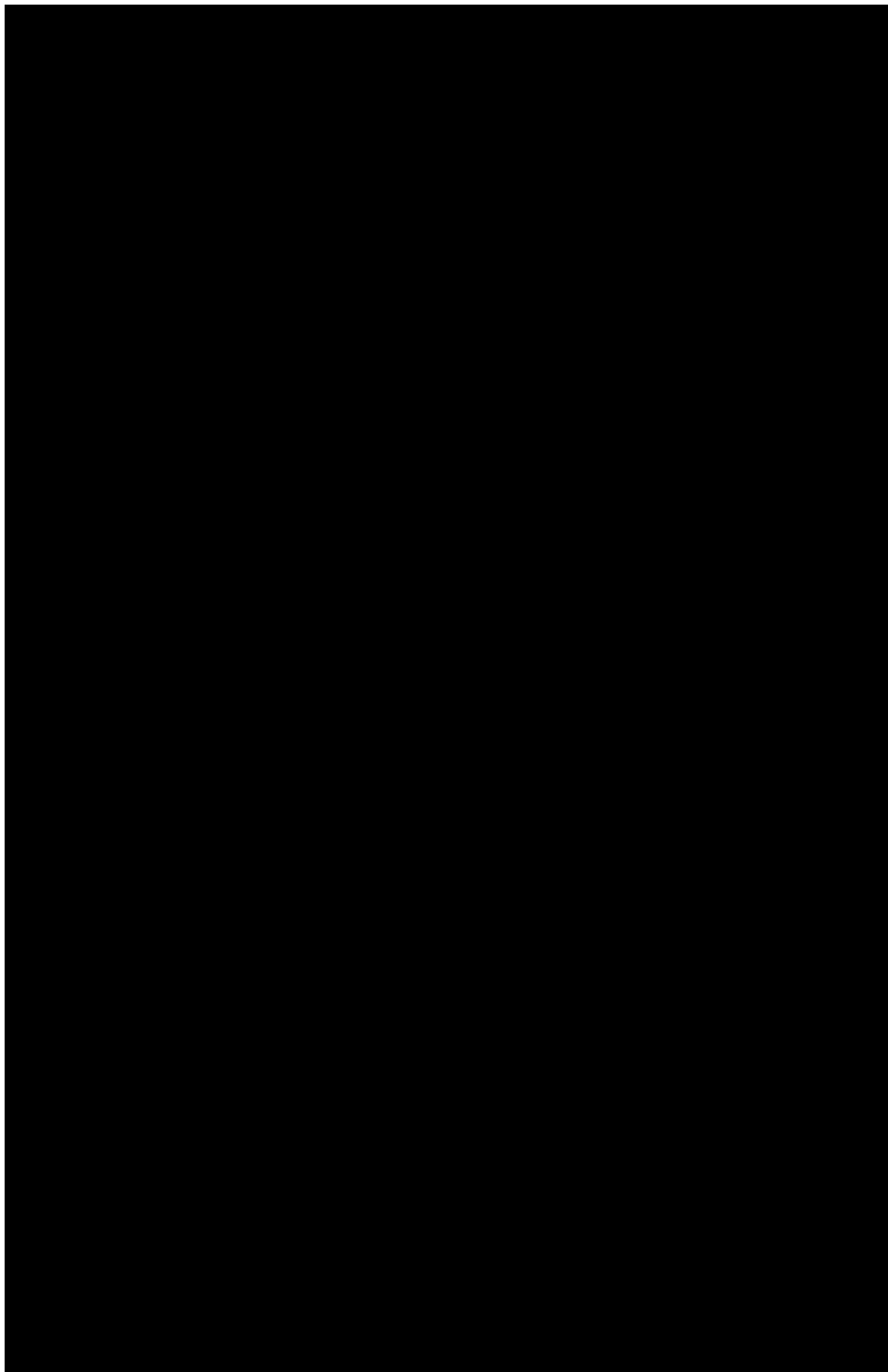
[The following text is a dense, handwritten manuscript, likely a letter or a page from a book. It is written in a cursive script and is mostly illegible due to the quality of the scan. The text appears to be a continuous paragraph or a series of connected sentences. The handwriting is somewhat slanted and the ink is dark. There are some words that are more legible than others, but the overall content cannot be accurately transcribed.]







[The following text is a dense, continuous block of illegible characters and symbols, likely representing a corrupted or redacted document. It contains no discernible words or structure.]



the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase to 16.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need. The strategy is based on the following principles: older people should be able to live independently, safely and comfortably; older people should be able to participate in the community; and older people should be able to access the services and support they need.

The first of these is the fact that the system is not a simple one. It is a complex system, and as such, it is not possible to understand it by looking at its parts in isolation. The system is a whole, and its behavior is determined by the interactions between its parts. This is a fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The second of these is the fact that the system is dynamic. It is not a static system, and its behavior changes over time. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The third of these is the fact that the system is open. It is not a closed system, and it interacts with its environment. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The fourth of these is the fact that the system is self-organizing. It is not a system that is controlled from the outside, and it is not a system that is designed from the top down. It is a system that organizes itself, and its behavior emerges from the interactions between its parts. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The fifth of these is the fact that the system is resilient. It is not a system that is fragile, and it is not a system that is easily disrupted. It is a system that is able to withstand change, and it is able to adapt to new circumstances. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The sixth of these is the fact that the system is sustainable. It is not a system that is unsustainable, and it is not a system that is doomed to failure. It is a system that is able to continue to exist, and it is able to thrive in the face of change. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The seventh of these is the fact that the system is equitable. It is not a system that is unfair, and it is not a system that is biased. It is a system that is able to provide for the needs of all its members, and it is able to ensure that everyone has a fair chance of success. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The eighth of these is the fact that the system is just. It is not a system that is unjust, and it is not a system that is oppressive. It is a system that is able to ensure that everyone is treated fairly, and it is able to ensure that everyone has a voice in the decision-making process. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The ninth of these is the fact that the system is peaceful. It is not a system that is violent, and it is not a system that is full of conflict. It is a system that is able to resolve its conflicts peacefully, and it is able to ensure that everyone is able to live in harmony. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

The tenth of these is the fact that the system is healthy. It is not a system that is sick, and it is not a system that is full of disease. It is a system that is able to maintain its health, and it is able to ensure that everyone is able to live a healthy life. This is another fundamental principle of systems thinking, and it is one that is often overlooked in traditional approaches to problem-solving.

Order Schedule 5 (Pricing Details)

Order Ref:

Crown Copyright 2020

Order Schedule 5 (Pricing Details)

1. DEFINITIONS

- 1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2 HOW CHARGES ARE CALCULATED

- 2.1 The Charges:

2.1.1 shall be calculated in accordance with the terms of this Order Schedule 5;

2.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Order Form and Paragraph 5 below.

- 2.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Order Schedule and formalised by way of a Variation.

3 THE PRICING MECHANISMS

- 3.1 The pricing mechanisms and prices set out in Annex A (Pricing Annex) and as referred to in Paragraph 7 (Milestone Payments) shall be used for calculation of the Charges in the Order Contract.

4 ARE COSTS AND EXPENSES INCLUDED IN THE CHARGES

- 4.1 Except as expressly provided otherwise in the Order Form the Charges and any Milestone Payments shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

4.1.1 incidental expenses such as document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; and

4.1.2 costs incurred prior to the commencement of the Order Contract.

5 THE SUPPLIER MAY NOT ASK TO CHANGE THE CHARGES

- 5.1 The Charges will not change for the Order Initial Period and the first 12 Months of the First Extension Period (where the Buyer exercises its option to utilise the First Extension Period).

Order Schedule 5 (Pricing Details)

- 5.2 Where the Buyer has exercised its option to utilise the First Extension Period, with effect from 1 January 2025 the prices set out in Annex A (Pricing Annex) shall be adjusted by the adjustment, if any, in the Consumer Price Index. The relevant adjustment shall be applied on 1 January 2025 and shall be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 October immediately preceding the relevant adjustment date.
- 5.3 Where the Buyer has exercised its option to utilise the Second Extension Period, with effect from 1 April 2026 the prices set out in Annex A (Pricing Annex) (as amended following any prior application of Paragraph 5.2 on 1 January 2025) shall be adjusted by the adjustment, if any, in the Consumer Price Index. The relevant adjustment shall be applied on 1 April 2026 and shall be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.
- 5.4 Except as set out in this Paragraph 5, 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 Subcontractors of the performance of their obligations.

6 OTHER EVENTS THAT ALLOW THE SUPPLIER TO CHANGE THE CHARGES

- 6.1 The Charges can also be varied (and Annex A (Pricing Annex) will be updated accordingly) due to:
- 6.1.1 a Specific Change in Law in accordance with Clause 24 of the Core Terms;
 - 6.1.2 a benchmarking review in accordance with Order Schedule 16: Benchmarking; and/or
 - 6.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges.

7 MILESTONE PAYMENTS (IMPLEMENTATION)

- 7.1 During and following the Implementation Period, and subject to the remaining parts of this Paragraph 7, the Supplier will be entitled to invoice Milestone Payments in accordance with the timings set out in this Paragraph 7.
- 7.2 No sooner than 1 June 2023, the Supplier shall be entitled to invoice the corresponding Milestone Payment for the following Milestones:
- 7.2.1 Project Mobilisation (Milestone ID 1a) with fee of [REDACTED]
- 7.3 No sooner than 1 July 2023, the Supplier shall be entitled to invoice the corresponding Milestone Payment for the following Milestones:

Order Schedule 5 (Pricing Details)

- 7.3.1 Day-to-day engagement and Performance Management live (Milestone ID 1b) and SHDF Competition - Help Inbox Function and Application Tracking live (Milestone ID 1b) with fee of [REDACTED]
- 7.3.2 Fraud and Error Management services live (Milestone ID 4a) with fee of [REDACTED]
- 7.3.3 Security Management Plan finalised (Milestone ID 4b) with fee of [REDACTED]
- 7.4 No sooner than 1 August 2023, the Supplier shall be entitled to invoice the corresponding Milestone Payment for the following Milestones:
 - 7.4.1 Project Remediation - Service Live (Milestone ID 1c) and Project Clawback, Reduction and Reallocation - Service Live (Milestone ID 1c) with fee of [REDACTED]
 - 7.4.2 Project Change Control - Service Live (Milestone ID 2a) with fee of [REDACTED]
 - 7.4.3 SHDF Competition - Application Assessment Live (Milestone ID 2b) with fee of [REDACTED]
 - 7.4.4 Project Payments - Service Live (Milestone ID 2c) with fee of [REDACTED]
 - 7.4.5 Learning Communities Functionality Live (Milestone ID 4c) and Continuous Functions and Support Live (Milestone ID 4c) with fee of [REDACTED]
 - 7.4.6 First Operational Governance board (Milestone ID 4d) with fee of [REDACTED]
 - 7.4.7 Data Handover from BEIS/Salix and a trial run of GR uploads (Milestone ID 4e) with fee of [REDACTED]
- 7.5 All Delay Payments (where known at the time of invoice) for all Milestones that have failed to Achieve the applicable Critical Delivery Date prior to 1 August 2023 shall be deducted from the invoice described in Paragraph 7.4.
- 7.6 Where any unpaid Delay Payments are payable by the Supplier after the invoice described in Paragraph 7.4 has been issued the Supplier shall pay such amounts to the Buyer once the final outstanding amount of Delay Payments has been calculated within 20 Working Days failing which the Buyer shall be entitled to set-off such amount as permitted pursuant to Clause 4.6 of the Core Terms.
- 7.7 The terms of:
 - 7.7.1 clause 4 of the Core Terms; and
 - 7.7.2 the remaining provisions in this paragraph 7,shall apply to Milestone Payments.
- 7.8 Each invoice relating to a Milestone Payment shall be supported by a statement by the Supplier including:

Order Schedule 5 (Pricing Details)

- 7.8.1 the valid Milestone Certificate
 - 7.8.2 the value of the Milestone Payment;
 - 7.8.3 the value of any Deduction (including, without limitation, any Delay Payment) relating to the relevant Milestone;
 - 7.8.4 the Adjusted Milestone Payment (where applicable);
 - 7.8.5 a description of the Services provided in Achieving the Milestone;
 - 7.8.6 details of any VAT or other sales tax payable in respect of the Milestone Payment or Adjusted Milestone Payment (as the case may be); and
 - 7.8.7 such other information as the Buyer (acting reasonably) may require.
- 7.9 Where the Supplier fails to Achieve the Milestone on or before the relevant Critical Delivery Date, the Supplier shall pay the Delay Payment to the Buyer in accordance with the terms of this Paragraph 7, Paragraph 10 and Order Schedule 13 (Implementation Plan). Achievement of a Milestone after the relevant Critical Delivery Date shall not permit or entitle the Supplier to repayment or reimbursement of any Delay Payment applied in relation to the relevant Milestone.
- 7.10 The provisions of Paragraphs 8.14 and 8.15 shall apply to payments under this Paragraph 7.

8 PAYMENT OF THE FEES

- 8.1 Charges for Deliverables that are not covered by Milestones or Milestone Payments shall be payable in accordance with this Paragraph 8. The Charges set out in this Paragraph 8 shall apply no sooner than the corresponding date set out in Annex A (Pricing Annex).

SHDF and HUG Charges

- 8.2 Subject to Paragraph 8.3, Charges that relate to both SHDF and HUG are chargeable under the following charges, each as more fully set out in Annex A (Pricing Annex):
- 8.2.1 Continuous Function Charge;
 - 8.2.2 Project Assurance & Support Charge;
 - 8.2.3 Fraud Support Charge;
 - 8.2.4 Project Remediation Charge; and

Order Schedule 5 (Pricing Details)

8.2.5 Contract Exit.

- 8.3 Subject to Paragraphs 8.4 and 8.5, the Charges listed in Paragraphs 8.2.1 to 8.2.4 may only be incurred in relation to a Project which is a Live Project.

For these purposes a '**Live Project**' shall mean either:

- 8.3.1 a SHDF related Project which has successfully passed the Application Stage and which passes to the Supplier from the Buyer having passed the Application Stage and such Project becomes a Live Project from the 'Commencement Date' set out in the signed and completed GFA for such Project; or
- 8.3.2 a HUG related Project which has successfully passed the Outline Application Stage as defined in Order Schedule 20 (Order Specification) as completed by DESNZ and such Project has been formally passed to the Supplier from the Buyer and for the purposes of this Order Contract becomes a Live Project at that date; and

a Project shall remain a Live Project until such time as all eligible Grant linked to a Project has been paid to a Grant Recipient and all necessary Project Data has been submitted by a Grant Recipient for that Project.

- 8.4 For the purposes of Paragraph 8.3:

- 8.4.1 in the case of the Fraud Support Charge this means any Fraud Support Time and Materials Fee directly linked to a Project that contributes to the Fraud Support Charge; and
- 8.4.2 in the case of Project Remediation Charge this means any Project Remediation Time and Materials Fee directly linked to a Project that contributes to the Project Remediation Charge,

each as set out more fully in Annex A (Pricing Annex).

- 8.5 The Supplier shall only incur Charges in relation to a Project that is not a Live Project with the prior consent of the Buyer. As an example, this could include, but is not limited to, circumstances where the Supplier needs to incur further Charges to carry out a fraud investigation in relation to a Project that is no longer a Live Project.

SHDF Charges

- 8.6 Charges that relate to SHDF only are chargeable under the following charge as more fully set out in Annex A (Pricing Annex):

- 8.6.1 SHDF Application Process Charge.

HUG Charges

- 8.7 Charges that relate to HUG only are chargeable under the following charge as more fully set out in Annex A (Pricing Annex):
- 8.7.1 HUG Competition Batch Support Process Charge.
- 8.8 Between the Order Start Date and the end of the Order Initial Period the charges relating to the activities to be covered by the HUG Competition Batch Support Process Charge shall be based upon the Rate Card Rates.
- 8.9 The Supplier shall keep accurate records of the time it incurs in relation to HUG with effect from the Order Start Date with a view to being able to revisit the price build of the HUG Competition Batch Support Process Charge.
- 8.10 Between 1 August 2023 and 20 August 2023, the Buyer and the Supplier shall meet (with the frequency of meetings to be agreed between the Buyer and the Supplier) with a shared goal of being able to restructure and validate the Supplier's HUG Competition Batch Support Process Charge. In doing so the Buyer and the Supplier shall compare and review, where applicable, the level of work that has been required by the Buyer (or DESNZ) and the Supplier to complete the packages of work and tasks that comprise the HUG Competition Batch Support Process Charge with a view to seeking to agree a revised HUG Competition Batch Support Process Charge where required. The decision to change the HUG Competition Batch Support Process Charge shall be at the sole discretion of the Buyer. Where the Buyer and the Supplier do agree to change the pricing approach for HUG the change shall be recorded by way of a Variation to the Order Contract.

Additional Services

- 8.11 Any incidental additional services that the Buyer requires from the Supplier over and above those set out in Order Schedule 20 (Order Specification) shall be charged at the Rate Card Rates, provided that such work shall not commence until and such charges shall only be payable by the Buyer where:
- 8.11.1 the scope of additional services have been agreed in advance between the Parties in a written statement of work; and
- 8.11.2 the maximum fees that could be incurred by the Buyer have been agreed in writing by the Buyer before such services are provided.
- 8.12 Where such additional services are more than incidental to the Specification and could last for longer than one Month such changes to the services shall be recorded by way of a Variation to the Order Contract.

Contract Exit Fee

Order Schedule 5 (Pricing Details)

- 8.13 Upon successful completion of the contract exit services in relation to the relevant Scheme (as further set out in Annex A (Pricing Annex)) the Supplier shall be entitled to invoice the Buyer the Contract Exit Fee (or the portion applicable to the relevant Scheme that the exit services have successfully been provided in relation to).

Charges Generally

- 8.14 All Charges under this Order Contract must be reasonably and properly incurred by the Supplier. The Supplier shall manage its costs in delivering the Deliverables with reasonable economy commensurate with good and efficient business management practice so that its employment of resources is commensurate with Deliverables required under this Order Contract. Without limiting the meaning of the expression "reasonably and properly incurred", Charges are not reasonably and properly incurred to the extent that they are incurred as a consequence of the Supplier's failure to observe this Paragraph 8.14.
- 8.15 All Charges invoiced by the Supplier under this Order Contract must be Appropriate, Attributable and Reasonable and capable of being evidenced.
- 8.16 The Supplier shall be entitled to invoice for the Charges each Month in arrears in accordance with Paragraph 10.
- 8.17 Any adjustments to the service design as part of the contract implementation impacting the number days required for the provision of the Service and the pricing in Annex A (Pricing Annex) including by reference to different staff grades shall only be changed where agreed by the Buyer as part of the contract implementation and formalised by way of a Variation. The Supplier shall not be able to request any changes to the Rate Card Rates as part of any redesign or adjustments.
- 8.18 Any adjustment to the service design during the delivery of the Order Contract impacting the number days required for the provision of the Service and the pricing in Annex A (Pricing Annex) including by reference to the different grades shall only be changed where agreed by the Buyer and formalised by way of a Variation. The Supplier shall not be able to request any changes to the Rate Card Rates as part of any redesign or adjustments.
- 8.19 Following any notice to extend the Order Contract pursuant to Paragraph 3 of the Order Special Terms, either Party may request that the Supplier reviews their service design by reference to the hours and tasks that are required to complete the fixed price tasks under this Order Contract to identify whether any of the initial pricing hour figures provided by the Buyer or envisaged by the Supplier need revisiting now that the delivery of the Services has matured. Any requested changes shall be reviewed by the Parties in accordance with

Order Schedule 5 (Pricing Details)

Paragraph 8.18 provided always that the Supplier shall not be able to request any changes to the Rate Card Rates as part of any redesign or adjustments.

Gainshare

- 8.20 In accordance with Paragraph 2.12 of Order Schedule 3 (Continuous Improvement), at any time during the Contract Period of the Order Contract, the Supplier may make, or the Buyer may ask the Supplier to make, a proposal for gainshare. If the Buyer accepts the Supplier's proposal for gainshare, then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio. Notwithstanding Paragraph 2.10 of Order Schedule 3 (Continuous Improvement), the Supplier will be able to fully recover its reasonable costs arising from proposing, agreeing and implementing the proposed improvement, including establishing the mechanism by which improvements will be measured and quantified. Unless otherwise agreed, any saving realised (after the Supplier's costs have been paid) shall be split according to the following ratio: seventy percent (70%) to the Buyer and thirty percent (30%) to the Supplier. Unless otherwise agreed between the Parties, any such proposal will be submitted through the approved governance process agreed between the Parties.

9 EXIT FEES

- 9.1 During the Termination Assistance Period, where such activity is requested by the Buyer, the Supplier will be entitled to recover the Exit Fees, in accordance with the terms of this Order Schedule 5 and Order Schedule 10 (Exit Management) provided always that the Buyer has not terminated the Order Contract under Core Term 10.4.1 (When CCS or the Buyer can end a contract).
- 9.2 Any incidental additional services that the Buyer requires from the Supplier during the Termination Assistance Period shall be charged at the Rate Card Rates, provided that such work shall not commence until and such charges shall only be payable by the Buyer where:
- 9.2.1 the scope of additional services have been agreed in advance between the Parties in a written statement of work; and
 - 9.2.2 the maximum fees that could be incurred by the Buyer have been agreed in writing by the Buyer before such services are provided.

10 INVOICING

Order Schedule 5 (Pricing Details)

- 10.1 The Supplier shall issue a single invoice each calendar month in relation to the preceding Month when it is entitled to do so under the terms of this Order Schedule 5 (Pricing Details).
- 10.2 The Supplier shall issue the invoice no later than the tenth (10th) Working Day of the Month following the Relevant Month.
- 10.3 The terms of:
 - 10.3.1 clause 4 of the Core Terms; and
 - 10.3.2 the remaining provisions in this paragraph 10,shall apply to the any fees charged in this Order Contract (as the case may be).
- 10.4 Each invoice relating in whole or in part shall be supported by:
 - 10.4.1 a statement by the Supplier of the amount considered to be due and the basis upon which it is calculated including:
 - (a) a description of the Services (including any Termination Assistance) provided in the applicable Service Period;
 - (b) the dates on which such Services (including any Termination Assistance) were performed; and
 - (c) the Supplier's calculation of the Charges calculated in accordance the requirements of this Order Schedule 5 (Pricing Details);
 - 10.4.2 Supporting Documentation;
 - 10.4.3 details of any VAT or other sales tax payable in respect of the Charges;
 - 10.4.4 the Supplier's calculation of:
 - (a) any Deductions;
 - (b) any entitlement of the Buyer to any other payment by the Supplier under this Order Contract; and
 - (c) the entitlement of the Buyer to payment of any over-payment made to the Supplier; and
 - 10.4.5 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries.
- 10.5 If the Buyer disputes the Supplier's entitlement to any part of the amount claimed by the Buyer pursuant to this Order Schedule 5, in respect of any Service Period, then, subject to paragraphs 10.2, 10.3 and 10.4 (Invoicing) of this Order Schedule 5, the provisions of this paragraph 10.5 (Invoicing) shall apply:
 - 10.5.1 the Buyer shall notify the Supplier in writing within ten (10) Working Days of receipt by the Buyer of the relevant invoice and supporting material referenced in paragraph 10.4 (Invoicing) of this Order Schedule of that part of the amount (insofar as at the time of such

Order Schedule 5 (Pricing Details)

- notice the Buyer is reasonably able to quantify it) which the Buyer (acting in good faith) disputes (a **Disputed Amount**) and submit to the Supplier such supporting evidence as the Buyer may have; and
- 10.5.2 the Buyer may withhold payment of any Disputed Amount pending agreement or determination of the Supplier's entitlement in relation to the Disputed Amount but shall pay on the due date any undisputed amounts.
- 10.6 The Supplier shall provide to the Buyer promptly on being requested to do so such Open Book Data or other information as the Buyer may reasonably request from time to time to verify that the Charges (as the case may be) for which the Supplier is or may be seeking payment under this Order Contract. Without prejudice to the generality of the foregoing, the Supplier shall ensure that any invoice is presented with Supporting Documentation for the purpose of verifying that the Charges (as the case may be).
- 11 SERVICE CREDITS**
- 11.1 Deduction of Service Credits shall not apply for the Order Initial Period.
- 11.2 Service Credits shall be applied and calculated by reference to Annex A to Part A (Service Levels and Service Credits Table) to Order Schedule 14.
- 11.3 Where the Supplier incurs Service Credits, the Supplier acknowledges and agrees that the application and deduction of Service Credits shall be in accordance with Order Schedule 14.
- 12 DOUBLE COUNTING**
- 12.1 There shall be no double counting or double utilisation of staff by the Supplier in relation to the calculation of the Charges or parts thereof.

Annex A – Pricing Annex

Rate Card Rates

Where charges are made by reference to Rate Card Rates the following rates shall apply and the Supplier shall itemise the time and resource requirement utilised in incurring such charges:

Role	Day Rate £	Hourly Rate £
Director	██████	██████
Senior Manager/Associate Director	██████	██████
Senior Consultant	██████	██████
Consultant	██████	██████
Analyst/Junior Consultant	██████	██████

Day rates are based on an 8 hour day, partial days would be chargeable by reference to the hourly rate. No more than the applicable day rate shall be chargeable for an individual on any given day. No more than 5 days may be charged in any Monday to Sunday (inclusive) period.

SHDF only

SHDF Application Process Charge

The SHDF Application Process Charge is chargeable in relation to SHDF Applications on a once per Application basis and is a fixed figure that may be invoiced where the linked requirement set out in Order Schedule 20 (Order Specification) is completed. The charge is only chargeable once per unique Application irrespective of whether that Application is rejected, or resubmitted for up to 2 further submissions.

The SHDF Application Process Charge is [REDACTED] in total per unique SHDF Application.

(The SHDF Application Process Charge would be [REDACTED] per month if the cost was spread per month across the full tendered extended contract period (48 months)) However, the total SHDF Application Process Charge of [REDACTED] may be invoiced for each unique SHDF Application following the completion of the linked requirement in Order Schedule 20 for the relevant Application.)

Linked requirements in Order Schedule 20 (Order Specification):

Pricing Schedule Section	Schedule 20 Section	Activity	Schedule 20 Paragraphs
SHDF Application Process	Application Process Management (SHDF)	Help Inbox Function (SHDF)	2
		Application Tracking and Data	2.2.1
		Application Assessment Process and Execution	2.2.2
		Eligibility Screening	2.2.3
		Grant Application Assessors (Applications assessment)	2.2.4
		Financial Due Dilligence Checks	2.2.5
		Project Notifications	2.2.6
		Facilitate signing of GFA with Grant Recipients	2.2.7

The earliest date that this charge may apply to a Project is the BAU Start Date.

For example (using example numbers):

Order Schedule 5 (Pricing Details)

In Month a, 16 unique SHDF Applications are processed and the charge per Project is £10. The SHDF Application Process Charge for that Month would be £160.

HUG only

HUG Competition Batch Support Process Charge

The pricing method set out below shall apply from the end of the Order Initial Period in circumstances where an alternative pricing method is not agreed pursuant to Paragraphs 8.9 and 8.10 of the Order Schedule.

The Supplier shall have a mobilised HUG Competition Batch Support Process Charge resource that may be charged on a per Month basis.

The Supplier mobilised HUG Competition Batch Support Process Charge resource charge per Month is [REDACTED] (being the **HUG Competition Batch Support Process Base Fee**).

Linked requirements in Order Schedule 20 (Order Specification):

Pricing Schedule Section	Schedule 20 Section	Activity	Schedule 20 Paragraph
HUG Competition/Application Process	HUG Competition	HUG Competition (Batch Support Process)	2.2.3
		Help Inbox Function	2.2.3

The earliest date that this charge may apply is the end of the Order Initial Period.

All HUG Competition Batch Support Process work that is carried out by the Supplier in a Month shall be itemised by the Supplier and costed using the Rate Card Rates (**HUG Competition Batch Support Process Charge Time and Materials Fee**).

The HUG Competition Batch Support Process Charge for a Month shall be the HUG Competition Batch Support Process Time and Materials Fee to the extent that the HUG Competition Batch Support Process Time and Materials Fee exceeds the HUG Competition Batch Support Process Base Fee. In a Month where the HUG Competition Batch Support Process Time and Materials Fee is zero or less than the HUG Competition Batch Support Process Base Fee the HUG Competition Batch Support Process Charge for that Month shall be the HUG Competition Batch Support Process Base Fee.

For example (using example numbers):

Order Schedule 5 (Pricing Details)

In Month x, the HUG Competition Batch Support Process Base Fee is £10, the HUG Competition Batch Support Process Time and Materials Fee is £4. The HUG Competition Batch Support Process Charge for the Month shall be £10 and the Supplier shall invoice £10 as the HUG Competition Batch Support Process Base Fee exceeds the HUG Competition Batch Support Process Time and Materials Fee.

In Month y, the HUG Competition Batch Support Process Base Fee is £10, the HUG Competition Batch Support Process Time and Materials Fee is £40. The HUG Competition Batch Support Process Charge for the Month shall be £40 and the Supplier shall invoice £40 as the HUG Competition Batch Support Process Time and Materials Fee exceeds the HUG Competition Batch Support Process Base Fee.

SHDF and HUG

Continuous Function Charge

The Continuous Function Charge is chargeable by reference to the number of SHDF and HUG Projects that are in the continuous function phase and is chargeable on a per Project basis per Month on a pro rata basis for the Month in question.

The Continuous Function Charge is [REDACTED] per Project per Month (pro rata) and may only be charged in relation to a Live Project.

Linked requirements in Order Schedule 20 (Order Specification):

Pricing Schedule Section	Schedule 20 Section	Activity	Schedule 20 Paragraphs
Continuous Functions	Continuous Functions and Support	Strategy and Leadership of Service	9.1
		Order Contract Management	9.2.1
		Continuous Improvement	9.2.2
		Data Management	9.2.3
		Order Contract Implementation	9.3.1
		Information Handover and Knowledge Transfer	9.3.2
	Data Collection, Visualisation and Reporting	Data Collection Training	7.1.2
		Improvement, Feedback and Learning	7.1.3
		Scheme Level Monthly Report Production	7.5.2
		Other Data Collection, Visualisation and Reporting Elements	7
	Webinars, Learning Communities and Case Studies	Webinars	6
		Learning Communities	6
		Case Studies	6

Order Schedule 5 (Pricing Details)

The earliest date that this charge may apply to a Project is the BAU Start Date.

For example (using example numbers):

In Month b (which is February with 28 days), 5 SHDF Projects and 5 HUG Projects are in the continuous function phase for the entire Month and 3 Projects are in the continuous function phase for 14 days each (because they are new)). The Continuous Function Charge per Project per Month pro rata is £10. The total Continuous Function Charge across all Projects for that Month would be £115.

Project Assurance & Support Charge

The Project Assurance & Support Charge is chargeable by reference to the number of SHDF and HUG Projects that are in the project assurance and support phase and is chargeable on a per Project basis per Month on a pro rata basis for the Month in question.

The Project Assurance & Support Charge is [REDACTED] per Project per Month (pro rata) and may only be charged in relation to a Live Project.

Linked requirements in Order Schedule 20 (Order Specification):

Pricing Schedule Section	Schedule 20 Section	Activity	Schedule 20 Paragraph
Projects Assurance & Support	Project Assurance and Support	Project Engagement	3.3.1,3.3.8
		Grant Recipient Monthly Data Manual Checking Process	3.3.2
		Risks and Issues Document Review	3.3.3
		Delivery Confidence Assessment and Recommendation	3.3.4
		Direct Advisory Support for Supervisor Officers	3.3.7
		Annual Grant Fund Review	3.3.6
	Change Control	Processing Change Control Requests	4.2
		Change Control Support	4.3
		Change Control Review and Decision	4.4.
		Change Control Reporting	4.5
		Reallocation of Funding	4.7
		Clawback, Reduction and Reallocation of Funding Notification	4.6
		Recording the Clawback process	4.6.1
	Invoicing and Payments	Project Financial Forecas Review	8.1.2

Order Schedule 5 (Pricing Details)

		Scheme Level Financial Forecasts to DESNZ Central Finance	8.1.3
		Payment Claim Transfer	8.1.4
		Payment Claim Evidence Review	8.1.5, 8.1.7
		Payment Claim Reconciliation and Recommendation	8.1.6

The earliest date that this charge may apply to a Project is the BAU Start Date.

For example (using example numbers):

In Month c (which is June with 30 days), 10 SHDF Projects and 17 HUG Projects are in the project assurance and support phase for the entire Month, 3 Projects are in the project assurance and support phase for 10 days each and 7 Projects are in the project assurance and support phase for 20 days each. The Project Assurance & Support Charge per Project per Month pro rata is £15. The total Project Assurance & Support Charge across all Projects for that Month would be £490.

Order Schedule 5 (Pricing Details)

Fraud Support Charge

With effect from BAU Start Date the Supplier shall have a mobilised Fraud Support resource that may be charged on a per Month basis.

The Supplier mobilised Fraud Support resource charge per Month (pro rata) is [REDACTED] (being the **Fraud Support Base Fee**).

Linked requirements in Order Schedule 20 (Order Specification):

Pricing Schedule Section	Schedule 20 Section	Activity	Schedule 20 Paragraph
Fraud Support	Fraud Mitigation and Error Management	Fraud Compliance Team	5
		On - Site Auditors	5

The earliest date that this charge may apply is the BAU Start Date.

All Fraud Support work that is carried out by the Supplier in a Month shall be itemised by the Supplier and costed using the Rate Card Rates (**Fraud Support Time and Materials Fee**). The Fraud Support Time and Materials Fee may only be charged if applicable in relation to a Live Project.

All Fraud Support work that is carried out by the Supplier in a Month using the Rate Card Rates shall not commence until and such charges shall only be payable by the Buyer where:

- the scope of additional services have been agreed in advance between the Parties in a written statement of work; and
- the maximum fees that could be incurred by the Buyer have been agreed in writing by the Buyer before such services are provided

The Fraud Support Charge for a Month shall be the Fraud Support Time and Materials Fee to the extent that the Fraud Support Time and Materials Fee exceeds the Fraud Support Base Fee. In a Month where the Fraud Support Time and Materials Fee is zero or less than the Fraud Support Base Fee the Fraud Support Charge for that Month shall be the Fraud Support Base Fee.

For example (using example numbers):

Order Schedule 5 (Pricing Details)

In Month x, the Fraud Support Base Fee is £10, the Fraud Support Time and Materials Fee is £4. The Fraud Support Charge for the Month shall be £10 and the Supplier shall invoice £10 as the Fraud Support Base Fee exceeds the Fraud Support Time and Materials Fee.

In Month y, the Fraud Support Base Fee is £10, the Fraud Support Time and Materials Fee is £40. The Fraud Support Charge for the Month shall be £40 and the Supplier shall invoice £40 as the Fraud Support Time and Materials Fee exceeds the Fraud Support Base Fee.

Project Remediation Charge

With effect from BAU Start Date the Supplier shall have a mobilised Project Remediation resource that may be charged on a per Month basis.

The Supplier mobilised Project Remediation resource charge per Month (pro rata) is [REDACTED] (being the **Project Remediation Base Fee**).

Linked requirements in Order Schedule 20 (Order Specification):

Pricing Schedule Section	Schedule 20 Section	Activity	Schedule 20 Paragraph
Project Remediation	Project Assurance and Support	Remediation Plan Initial Assessment	3.4.1
		Remediation Plan Development	3.4.2
		Remediation Plan Sign-Off and Agreement	3.4.3
		Remediation Plan Activity Tracking	3.4.4

The earliest date that this charge may apply to a Project is the BAU Start Date.

All Project Remediation work that is carried out by the Supplier in a Month shall be itemised by the Supplier and costed using the Rate Card Rates (**Project Remediation Time and Materials Fee**). The Supplier shall also be entitled to charge the applicable Rate Card Rates for external remediation resource that the Buyer has approved in advance in relation to a Project where such external resource is set out and costed as part of an approved Remediation Plan (**External Remediation Resource**). Any charges for External Remediation Resource shall form part of and be treated as part of the Project Remediation Time and Materials Fee.

All Project Remediation work that is carried out by the Supplier in a Month using the Rate Card Rates shall not commence until and such charges shall only be payable by the Buyer where:

- the scope of additional services have been agreed in advance between the Parties in a written statement of work; and
- the maximum fees that could be incurred by the Buyer have been agreed in writing by the Buyer before such services are provided

Order Schedule 5 (Pricing Details)

The Project Remediation Time and Materials Fee and any External Remediation Resource may only be charged if applicable in relation to a Live Project.

The Project Remediation Charge for a Month shall be the Project Remediation Time and Materials Fee to the extent that the Project Remediation Time and Materials Fee exceeds the Project Remediation Base Fee. In a Month where the Project Remediation Time and Materials Fee is zero or less than the Project Remediation Base Fee the Project Remediation Charge for that Month shall be the Project Remediation Base Fee.

For example (using example numbers):

In Month x, the Project Remediation Base Fee is £10, the Project Remediation Time and Materials Fee is £4. The Supplier shall invoice £10 only as the Project Remediation Base Fee exceeds the Project Remediation Time and Materials Fee.

In Month y, the Project Remediation Base Fee is £10, the Project Remediation Time and Materials Fee is £40. The Supplier shall invoice £40 only as the Project Remediation Time and Materials Fee exceeds the Project Remediation Base Fee.

Remediation Support work is carried out on the Project in the period between 4 May and 18 May. In this period the Project Remediation Time and Materials Fees incurred can be charged in relation to the Project (subject to assessment against the Project Remediation Base Fee, which shall be charged on a pro rata basis).

Once live, it is expected that Projects will need to access Continuous Functions, Project Assurance and Support and (where required) Project Remediation at the same time. This will mean that in addition to any specific Project Remediation agreed with the Buyer, Projects will continue to access Continuous Functions and maintain touchpoints with their SPOCs as a part of Project Assurance and Support. Where Projects do require support across these areas at the same time, this will not entail a reduction in the level of any given service. For example, Projects in Project Remediation will still require the same level of Continuous Functions and Project Assurance and Support whilst in Project Remediation.

However, for clarity:

No individual Supplier resource will charge for multiple support activities in any given hour; and

The Buyer will be able to reconcile the support provided, at its reasonable request, by any individual Supplier resource to confirm that duplication of support has not taken place.

Order Schedule 5 (Pricing Details)

Contract Exit Fee

The Contract Exit Fee in respect of both Schemes shall be [REDACTED]

The Contract Exit Fee in respect of the SHDF Scheme shall be [REDACTED]

The Contract Exit Fee in respect of the HUG Scheme shall be [REDACTED]

For the avoidance of doubt, the Supplier shall only be entitled to the Contract Exit Fee once in relation to each Scheme and shall not be entitled to a Contract Exit Fee for a single Scheme and the combined Schemes Contract Exit Fee.

Linked requirements in Order Schedule 20 (Order Specification):

Price Schedule Section	Schedule 20 Section	Activity	Schedule 20 Paragraph
Contract Exit	Contract Exit	Project De-mobilisation	10
		Secure and timely transition and handover of data, licences and information to the Buyer.	10
		Knowledge transfer and lessons learned exchange.	10
		Development and implementation of Contract Exit communications plan.	10
		Compliance with legal obligations as required.	10

Order Schedule 7 (Key Supplier Staff)

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

Order Schedule 7 (Key Supplier Staff)

Order Ref:

Crown Copyright 2020

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

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

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

- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.3 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 or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

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

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and

the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

Order Schedule 9 (Security)

Order Ref:

Crown Copyright 2020

- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 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 Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any 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 Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

Order Schedule 9 (Security)

Order Ref:

Crown Copyright 2020

- (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 paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;

Order Schedule 9 (Security)

Order Ref:

Crown Copyright 2020

- (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, 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.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 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.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) 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 Buyer and the provision of the Goods and/or Services to the extent within its control

Order Schedule 9 (Security)

Order Ref:

Crown Copyright 2020

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 Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 10 (Exit Management)

1. Definitions

1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 where applicable, create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, within 6 weeks of request, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2020

- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff and/or the Buyer's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2020

- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least 3 Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2020

longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2020

the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2020

- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. NO CHARGES

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
 - 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata, exclusive of VAT, to the number of

Order Schedule 10 (Exit Management)

Order Ref:

Crown Copyright 2020

complete days following the transfer, multiplied by the daily rate;
and

- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 13 (Implementation Plan)

Implementation

1. Definitions

- 1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex 1 (Implementation Plan) to this Schedule. The Buyer has defined the Deliverable Items, the start date and Full Operating Capacity as applicable. Where the Deliverable Items are critical to operations, the Buyer has also defined the Critical Delivery Date by when the Supplier must be able to demonstrate Full Operating Capacity and/or the applicable delivery.
- 2.2 From the point that the Supplier achieves Initial Operating Capability in relation to an item in the Implementation Plan they will receive and be expected to collaborate with guidance and instructions and enabling systems put in place by the Buyer (and DESNZ) to enable them to undertake the deliverables set out in the Implementation Plan, the details of which will be provided by the Buyer promptly following the Order Start Date and will be subject to a Variation request.
- 2.3 The Supplier shall provide a further draft Implementation Plan within 12 Working Days after the Order Start Date, which shall be updated to also include the Supplier's methodology and the criteria for Achieving each Milestone, together with any applicable Initial Operating Capability Dates.
- 2.4 The Implementation Plan:
- 2.4.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.4.2 shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.5 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within ten (10) Working Days of the Order Start Date, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.6 The Supplier shall provide and/or meet each Deliverable Item identified in the Implementation Plan by the dates assigned to that Deliverable Item or Milestone so as to ensure that:

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2020

- 2.6.1 where applicable, each Deliverable Item meets its Initial Operating Capability and Full Operating Capability by the appropriate dates;
 - 2.6.2 each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date; and
 - 2.6.3 each Milestone identified in the Implementation Plan with a Critical Delivery Date is achieved on or before its Critical Delivery Date.
- 2.7 The Supplier shall monitor its performance against the Implementation Plan and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

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

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Order Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Order Contract.

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2020

- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

6. Compensation for a Delay

- 6.1 Delay Payments shall be applicable where a Milestone is not met by the applicable Critical Delivery Date as set out in Annex 1 (Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to achieve the corresponding Milestone by the Critical Delivery Date;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a milestone by its Critical Delivery Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in Annex 1 (Implementation Plan) commencing on the relevant Critical Delivery Date;

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2020

- 6.1.3 The Delay Payments will accrue on each Working Day from the relevant Critical Delivery Date until the date when the Milestone is Achieved;
- 6.1.4 The Delay Payments will be paid by the Supplier in accordance with Order Schedule 5 (Pricing Details);
- 6.1.5 Any Critical Delivery Date may be extended at the sole discretion of the Buyer;
- 6.1.6 No payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.7 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will run between the Order Start Date and 28 August 2023.
- 7.2 During the Implementation Period, where elements akin to the Services are being provided by the Buyer (or DESNZ) the Buyer will phase the handover of responsibility for all existing services to the Supplier. The Supplier's full service obligations shall formally be assumed on the earlier to occur of the BAU Start Date and 29 August 2023.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, to understand the scope of Services to ensure a mutually beneficial handover of the Services; and
 - 7.3.2 liaise with the Buyer to enable the full completion of the Implementation Period activities.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the Buyer to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2020

- 7.5.2 mobilise all the Services specified in the Specification within the Order Contract;
- 7.5.3 manage and report progress against the Implementation Plan;
- 7.5.4 construct and maintain an implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.5 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between the Buyer and the Supplier.

8. Achievement of Milestones

- 8.1 Before submitting any Milestone for approval by the Buyer the Supplier shall subject the relevant Milestone to its own internal quality control measures.
- 8.2 The Supplier shall manage the progress of checking whether it has achieved, met and/or satisfied the Deliverable Items for a Milestone.
- 8.3 The Supplier shall notify the Buyer at least 5 Working Days in advance of the date at which it considers it will be ready for the Buyer to consider whether the Supplier has achieved, met and/or satisfied the Deliverable Items for a Milestone (each an **Anticipated Milestone Achievement Date**).
- 8.4 The Supplier shall provide to the Buyer no less than 2 Working Days in advance of an Anticipated Milestone Achievement Date such documentary evidence to support the fact that the Supplier has met the Deliverable Items for that Milestone including a written demonstration that the Supplier that it has delivered and met its Implementation Plan in relation to that Milestone.
- 8.5 In the 2 Working Days prior to the Anticipated Milestone Achievement Date the Buyer shall be granted such access to the Supplier, Supplier Staff and such other evidence as the Buyer may reasonably require in order to ascertain whether the Supplier has achieved, met and/or satisfied the Deliverable Items for the Milestone in question.
- 8.6 Where the Buyer reasonably considers that the Supplier has achieved, met and/or satisfied the Deliverable Items for the Milestone in question the Buyer shall issue a Milestone Certificate as soon as reasonably practical following such assessment, where such assessment and the corresponding issue of the Milestone Certificate should, where

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2020

applicable, be completed by the Buyer on or before the corresponding Anticipated Milestone Achievement Date.

- 8.7 Notwithstanding the issuing of any Milestone Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.
- 8.8 If the Buyer considers that the Supplier has not achieved, met and/or satisfied the Deliverable Items for the Milestone in question, the Buyer shall promptly issue a report to the Supplier setting out the applicable reasons why the relevant Milestone has not been met.
- 8.9 Where the Buyer does not consider that the relevant Milestone has been met the Buyer shall notify the Supplier and:
- 8.9.1 the Buyer may issue a Milestone Certificate conditional upon the remediation of any minor issues within a given period;
 - 8.9.2 the Buyer may require the Supplier to rectify the cause of the failure to meet the Milestone and re-submit any requested items to the Buyer; or
 - 8.9.3 where the failure to satisfy the Milestone results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 8.10 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review of a Deliverable which is required for that Deliverable to be satisfied in relation to a Milestone.
- 8.11 Where the Supplier re-submits a Milestone for consideration by the Buyer it shall notify the Buyer of a new Anticipated Milestone Achievement Date for the Milestone (which should be no sooner than 5 Working Days from the date of notification or such shorter date as the Parties may agree) and Paragraphs 8.4 to 8.9 shall apply.
- 8.12 As an alternative to Paragraph 8.9.1 and/or 8.9.2 the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Certificate conditional on the remediation of the items causing the failure to meet the Milestone Test in accordance with an agreed Rectification Plan provided that:
- 8.12.1 any Rectification Plan shall be agreed before the issue of a conditional Milestone Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 8.8); and

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2020

- 8.12.2 where the Buyer issues a conditional Milestone Certificate, it may (but shall not be obliged to) revise the failed Milestone Date, Critical Delivery Date and any subsequent Milestone Date or Critical Delivery Date.

9. Risk

- 9.1 The issue of a Milestone Certificate and/or a conditional Milestone Certificate shall not:
 - 9.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 9.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Milestone Certificate relates.

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

Annex 1: Implementation Plan

Note: The Implementation Plan and the Supplier's tendered prices are based on the baseline of 60 projects across SHDF & HUG 2, the pricing assumptions set out in the tender documents issued by the Buyer and the tender clarifications subsequently provided by the Buyer.

Milestone Reference and BAU Milestone Status	Milestone Name	Deliverable Item	Milestone Date	Target Milestone Date	Critical Delivery Date	Buyer Responsibilities (as set out in more detail in table of Buyer Responsibilities below)	Milestone Payment	Delay Payment per Working Day (1% of the Milestone Payment per Working Day during Implementation & Mobilisation Period)
1A BAU Milestone	Project Mobilisation	The requirements of Schedule 20, Section 3.1 & 3.2 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.	20/6/2023	20/6/2023	25/07/2023	BR/001, BR/002, BR/003, BR/004, BR/005, BR/006, BR/007, BR/008		
1B BAU Milestone	Day-to-day engagement and Performance	The requirements of Schedule 20, Section 3.3	08/07/2023	08/07/2023	18/08/2023	BR/001, BR/002, BR/003, BR/004, BR/005,		

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

Milestone Reference and BAU Milestone Status	Milestone Name	Deliverable Item	Milestone Date	Target Milestone Date	Critical Delivery Date	Buyer Responsibilities (as set out in more detail in table of Buyer Responsibilities below)	Milestone Payment	Delay Payment per Working Day (1% of the Milestone Payment per Working Day during Implementation & Mobilisation Period)
	Management live SHDF Competition - Help Inbox Function and Application Tracking live	and the requirements of Schedule 20, Section 2.1 & 2.2.1 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.				BR/006, BR/007, BR/008		
1C BAU Milestone	Project Remediation - Service Live and Project Clawback, Reduction and Reallocation - Service Live	The requirements of Schedule 20, Section 3.4 And the requirements of Schedule 20, Section 4.7 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.	08/08/2023	08/08/2023	20/08/2023	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

Milestone Reference and BAU Milestone Status	Milestone Name	Deliverable Item	Milestone Date	Target Milestone Date	Critical Delivery Date	Buyer Responsibilities (as set out in more detail in table of Buyer Responsibilities below)	Milestone Payment	Delay Payment per Working Day (1% of the Milestone Payment per Working Day during Implementation & Mobilisation Period)
2A BAU Milestone	Project Change Control - Service Live	The requirements of Schedule 20, Section 4 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.	08/08/2023	08/08/2023	20/08/2023	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		
2B	SHDF Competition - Application Assessment Live	The requirements of Schedule 20, Section 2.2 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.	04/08/2023	04/08/2023	28/08/2023	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		No Delay Payment
2C	Project Payments - Service Live	The requirements of Schedule 20, Section 8.1	11/08/2023	11/08/2023	25/08/2023	BR/001, BR/002, BR/003, BR/004, BR/006,		

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

Milestone Reference and BAU Milestone Status	Milestone Name	Deliverable Item	Milestone Date	Target Milestone Date	Critical Delivery Date	Buyer Responsibilities (as set out in more detail in table of Buyer Responsibilities below)	Milestone Payment	Delay Payment per Working Day (1% of the Milestone Payment per Working Day during Implementation & Mobilisation Period)
BAU Milestone		and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.				BR/007, BR/008		
4A BAU Milestone	Fraud and Error Management services Live	The requirements of Schedule 20, Section 5 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.	08/07/2023	08/07/2023	01/08/2023	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		
4B BAU Milestone	Security Management Plan finalised	The requirements of Order Schedule 9 (Security) and Full Operating Capability	11/07/2023	11/07/2023	21/07/2023	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

Milestone Reference and BAU Milestone Status	Milestone Name	Deliverable Item	Milestone Date	Target Milestone Date	Critical Delivery Date	Buyer Responsibilities (as set out in more detail in table of Buyer Responsibilities below)	Milestone Payment	Delay Payment per Working Day (1% of the Milestone Payment per Working Day during Implementation & Mobilisation Period)
		and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.						
4C	Learning Communities Functionality Live Continuous Functions and Support Live	The requirements of Schedule 20, Section 6 and the requirements of Schedule 20, Section 9 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.	28/08/2023	28/08/2023	05/09/2023	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		No Delay Payment
4D BAU Milestone	First Operational Governance board	The requirements of Schedule 15 and Full Operating Capability	29/07/2023	29/07/2023	24/08/2023	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

Milestone Reference and BAU Milestone Status	Milestone Name	Deliverable Item	Milestone Date	Target Milestone Date	Critical Delivery Date	Buyer Responsibilities (as set out in more detail in table of Buyer Responsibilities below)	Milestone Payment	Delay Payment per Working Day (1% of the Milestone Payment per Working Day during Implementation & Mobilisation Period)
		and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.						
4E	Data Handover from DESNZ/Salix and a trial run of GR uploads	The requirements of Schedule 20, Section 3.2 & 7 and Full Operating Capability and demonstration by Supplier that it has delivered and met its Implementation Plan in relation to this Milestone.	28/08/23	28/08/23	05/09/23	BR/001, BR/002, BR/003, BR/004, BR/006, BR/007, BR/008		No Delay Payment

The Milestones will be achieved in accordance with this Order Schedule 13: (Implementation Plan) with the Supplier demonstrating to the satisfaction of the Buyer that the Milestone has been met in accordance with Paragraph 8.

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

For the purposes of Paragraph 6.1.2(b) the Delay Period Limit shall be **10 (ten) Working Days** maximum for each Milestone. For example, where a Milestone has a Delay Payment of £5 per day, a Delay Payment Limit of 10 Working Days would equate to a maximum Delay Payment linked to that Milestones of £50.

Notes

Implementation of Milestones to be complete by 28 August 2023

Table of Buyer Responsibilities

Number	Description of Responsibility
BR/001	The Supplier will receive any information and assistance that it may reasonably require from the Buyer and third parties in a timely manner.
BR/002	Appropriate people, documents and information available and shared for workshops in the first 2 weeks (identified in the Supplier response as pre-mobilisation period). These include joint review of the high level plans, understanding of communications and engagement plans, review of inflight project etc.
BR/003	Rapid access and Buyer provided training on systems, Access and training to commence during the first 15 working days of the implementation period and may be required through-out the implementation period including provision of training and process materials for ongoing use and training (such as Train the Trainer)
BR/004	All information will be processed and managed via the Buyer provided systems. Such systems will be fit for purpose, reliable, accessible (with all necessary licences), properly maintained and available throughout the term of the Order Contract. Buyer provided systems are able to provide the functionality described in Schedule 20 (Requirements) to deliver the Services from the Order Start Date. For the avoidance of doubt all references to Buyer provided systems include systems provided by the Buyer or DESNZ.
BR/005	Support from the Buyer to enable rapid engagement of the Grant Recipients. Including sharing what communication and engagement has taken place to date, a full contacts list and the ability for the Buyer or the Supplier to setup engagement sessions. Engagement materials will need to be rapidly developed and approved by the Buyer.
BR/006	Timely and regular review and approvals from the Buyer for key documents/processes or milestones approvals.
BR/007	Rapid handover/briefing from the Buyer on the current status of projects including sharing of documentation for Grant Recipients to enable engagement with Grant Recipients within defined timescales
BR/008	Timely provision and accelerated review by the Buyer of key documents, templates and processes to support delivery.

Order Schedule 13: (Implementation Plan)

Order Ref:

Crown Copyright 2018

Annex 3: Milestone Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Milestone Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Order Contract**") [insert Order Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Order Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Order Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been met [or that a conditional Milestone Certificate has been issued in respect of those Deliverables that have not been met].

[OR]

[This Milestone Certificate is granted on the condition that issues are remedied in accordance with the Rectification Plan attached to this certificate.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Order Schedule 14 (Service Levels)

1. Definitions

1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. What happens if the Supplier does not meet the Service Level Performance Measures

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports detailing the level of service which was achieved to the Buyer in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap on at least 3 separate occasions in which case, for the avoidance of doubt, Service Credits would continue to accrue but the Service Credit Cap would no longer apply; and/or

2.4.2 the Service Level Failure:

(a) has arisen due to a Prohibited Act or wilful Default by the Supplier;

(b) results in the corruption or loss of any Government Data; and/or

(c) results in the Buyer being required to make a compensation payment to one or more third parties.

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of the Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use samples of the Deliverables and other data in addition to the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

Annex A to Part A: Services Levels and Service Credits Table

The Service Level Agreements (SLAs) are those which are considered at the time of award of the Order Contract to be of particularly high importance. These are detailed below:

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

Service Level Agreements Prioritisation Matrix

N.B. “Acceptable Delivery” shall be measured in each case with reference to compliance with, and assessment of quality of, the relevant Deliverable against the requirements in the Specification, as assessed by the Buyer in accordance with the monthly assurance process described in the Order Form (Schedule 6).

SHDF SLA Requirements				
	Service Level Performance Measure			
Service Level	Description	Target	Assessment	Service Credit %
Application Process Management	Eligibility Screening and Financial Due Diligence Checks: All Compliance Checks must be completed no more than 7 Working Days after the Application Window closes. Due Diligence Process checks must be complete before the Grant Application moderation meetings.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Compliance Checks and Due Diligence Process checks	Service Credit up to 10% as a deduction against SHDF Application Process Charges based on number of unsatisfactory performances of each of the 5 Service Level Performance Measures Example: If 3 out of the 5 Service Level Performance Measures are unsatisfactory % service credit = $10\% \times (3/5) = 6\%$
	Facilitate Signing of GFA with Grant Recipients: Assurance that the Grant Recipient has received the GFA to be obtained by Supplier within 3 Working Days of the GFA being issued by DESNZ.	Timeliness: 100%	Timeliness: time stamps captured in Project Data	
	Facilitate Signing of GFA with Grant Recipients: Following acknowledgment that the GFA has been received by the Grant Recipient, Supplier to follow	Timeliness: 100%	Timeliness: time stamps captured in Project Data	

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

	up every 3 Working Days until the GFA has been signed by the Grant Recipient.			
	Help Inbox Function: Supplier to respond to clarification questions from Grant Applicants within 3 Working Days of receipt, if there are no pending inputs from 3rd parties.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Grant Recipients queries and Supplier response	
	Help Inbox Function: Requests for assistance from Buyer with clarification questions must be made by Supplier before the end of the next Working Day of receipt of the Grant Applicant clarification question.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Supplier response to Grant Recipients	

HUG2 SLA Requirements				
	Service Level Performance Measure			
Service Level	Service Level Performance Description	Target	Assessment	Service Credit %
HUG 2 Application Process	HUG 2 Delivery Assurance Check: Assessment and communication of outcome to Grant Recipients to be completed by Supplier within 5 Working Days of Delivery Assurance Check meeting taking place.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against: <ul style="list-style-type: none"> all Delivery Assurance Check 	Service Credit up to 16% as a deduction against HUG Competition Batch Support Process Charges based on number of unsatisfactory performances per each

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

			<p>recommendations submitted by Supplier to Buyer reviewed as part of operating model, and;</p> <ul style="list-style-type: none"> sample of Supplier communication to Grant Recipients 	<p>of the 6 Service Level Performance Measures (monitored monthly while service is provided)</p> <p>The following Service Credit percentages apply for each of the 6 Service Level Performance Measures:</p>
	<p>Batch Application Check Decision: Batch submission decision and communication to Grant Recipients to be completed by Supplier before the end of the next Working Day after the Batch Application has been received from the Grant Recipient.</p>	<p>Timeliness: 100%</p> <p>Acceptable Delivery: 95%</p>	<p>Timeliness: time stamps captured in Project Data</p> <p>Acceptable Delivery: Assessed against sample of Grant Recipients Batch Applications to Supplier and Supplier communication of decision to Grant Recipients</p>	<p>HUG 2 Delivery Assurance Check – 3%</p> <p>Batch Application Check Decision – 3%</p> <p>Escalation of Batch Applications – 3%</p> <p>Batch Application Approvals – 3%</p>
	<p>Escalation of Batch Applications: Approach to address non-approved Batch Applications to be agreed by Supplier with each Grant Recipient and escalated to Buyer within 5 Working Days of the Batch Application check decision.</p>	<p>Timeliness: 95%</p> <p>Acceptable Delivery: 95%</p>	<p>Timeliness: time stamps captured in Project Data</p> <p>Acceptable Delivery: Assessed against sample of non-approved Grant Recipients Batch Applications to Supplier and Batch Application</p>	<p>Help Inbox Function – 2%</p> <p>Help Inbox Function – 2%</p> <p>Example: If 3 following Service Level Performance Measures are unsatisfactory - HUG</p>

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

			escalations from Supplier to Buyer	2 Delivery Assurance Check; Batch Application Approvals, and; Help Inbox Function: % Service Credit = 3% + 3% + 2% = 8%
	Batch Application Approvals: Payment requests by Batches to be sent to Buyer by Supplier via a monthly report, no less than 2 Working Days before end of the corresponding month.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all Batch payment request monthly reports submitted by Supplier to Buyer	
	Help Inbox Function: Supplier to respond to clarification questions from Grant Applicants / Grant Recipients within 3 Working Days of receipt, if there are no pending inputs from 3rd parties.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Grant Recipients queries and Supplier responses	
	Help Inbox Function: Requests for assistance from Buyer with clarification questions must be actioned by Supplier before the end of the next Working Day of receipt of the Grant Applicants / Grant Recipients clarification question.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Supplier response to Grant Recipients	

Joint SLA Requirements		
	Service Level Performance Measure	

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

Service Level	Service Level Performance Level Description	Target	Assessment	Service Credit %
Initial Grant Recipient Engagement	Supplier to arrange and execute the Engagement Session with each Grant Recipient within 5 Working Days of the Grant Recipient receiving notification of a successful Delivery Assurance Check for HUG 2 and within 30 Working Days after GFA signature for SHDF.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Buyer to assess against a sample of initial engagement meetings which the Buyer attends	Service Credit up to 14% as a deduction against Project Assurance & Support Charges based on number of unsatisfactory performances per each of the 14 Service Level Performance Measures (monitored monthly) Example: If 3 Service Level Performance Measures are unsatisfactory % Service Credit = $14\% \times (3/14) = 3\%$
Day-to-Day Engagement and Performance Management	The Supplier will execute a Grant Recipient Check-in meeting with each Grant Recipient by the 13th Working Day of each month.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Buyer to assess against a sample of Check-in meetings which the Buyer attends	
Delivery Confidence Assessment/Recommendations	Delivery Confidence Assessment recommendations will be completed and submitted by Supplier to Buyer for each Grant Recipient by the 15th Working Day of each month.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all Delivery Confidence Assessment recommendation text reports submitted by Supplier	

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

Project Remediation	Remediation Plan Development: When a Project is deemed to need a Remediation Plan, Supplier will request a Remediation Plan from the Grant Recipient before the end of the next Working Day.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Supplier communication to request Remediation Plan from Grant Recipients	
	Remediation Plan Development: Within 5 Working Days of the Grant Recipient having been requested to produce a Remediation Plan: Supplier is to ensure that such a plan has been produced, has been reviewed to its satisfaction (applying expert support as required) and submitted to Buyer as a recommendation.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all Remediation Plans and recommendations submitted by Supplier to Buyer	
Change Control	Change Control Review and Decision: Supplier to assess whether a Change Control Request (within the Change Control Framework) is within Supplier delegated authority or requires escalation to Buyer and take action before the end of the next Working Day after receipt of the Change Control Request.	Timeliness: 100% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Change Control Requests (within the Change Control Framework) and Supplier	

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

			assessments to escalate or not	
	Change Control Review and Decision: If the Change Control Request is within Supplier delegated authority, Supplier shall consider Change Control Request (within the Change Control Framework) and documents implications/effect, make decision and notify the Grant Recipient within 5 Working Days of receiving the Change Control Request.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against sample of Change Control Requests (within the Change Control Framework) within Supplier delegated authority and Supplier decision communicated to Grant Recipients	
	Clawback, Reduction and Reallocation of Funding: Supplier to follow up with Grant Recipient every 5 Working Days after issue of a notification letter until clawback funding is received.	Timeliness: 100%	Timeliness: time stamps captured in Project Data	
	Clawback, Reduction and Reallocation of Funding: When a reduction in funding has been agreed, Supplier to provide a report to Buyer identifying opportunities to reallocate the funding within 5 Working Days.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all Supplier reports sent to Buyer	
Data Collection, Visualisation and Reporting	The Supplier is to submit data reports to Buyer/DESNZ as defined	For data submitted by Supplier:	Timeliness: time stamps captured in Project Data	

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

	<p>in the Schedules as part of this contract.</p> <p>All data entered by Supplier is to be complete and stored in the required format and submitted before the end of the reporting window defined in the Schedules as part of this contract.</p> <p>For required data that has been submitted by a third party, Supplier must take all steps required to ensure that:</p> <ul style="list-style-type: none">• 100% of data is stored in the required format;• 80% of data is submitted before the end of the reporting window defined in the Schedules; and• The balance of the data is submitted no later than 25% beyond the end of the reporting period window defined in the Schedules as part of this contract (For example – for quarterly data to be	<ul style="list-style-type: none">• Timeliness: 100%• Acceptable Delivery: 100% <p>For data submitted by 3rd party: Timeliness: 80% of data is submitted before the end of the reporting window defined in the Schedules, and;</p> <p>The balance of the data is submitted no later than 25% beyond the end of the reporting period window defined in the Schedules as part of this contract</p> <p>Acceptable Delivery 100%</p>	<p>Acceptable delivery: Assessed against all data reports that Supplier is required to deliver</p>	
--	--	--	--	--

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

	<p>submitted within a four week window after the end of the quarter, the balance of any data would have to be delivered within one week after the window closes).</p> <p>As part of the Implementation Plan Schedule 13, the suite of reports required and the timing of the submission of those reports will be reviewed, finalised and any changes will be reflected in this Schedule 14.</p>			
Invoicing and Payments	<p>Payment Claim Evidence Review: At least 3 times per year, Buyer will request Supplier to use the next set of financial costs reports it receives to identify and request a sample of invoices/evidence from each Grant Recipient. Each sample will consist of a mixture of small, medium and large payments, that capture a minimum of 20% of the total invoice value from each Grant Recipient. This must be done within 5 Working Days after Supplier has received the actual financial costs reports.</p>	<p>Timeliness: 95%</p> <p>Acceptable Delivery: 100%</p>	<p>Timeliness: time stamps captured in Project Data</p> <p>Acceptable Delivery: Assessed against the sample of Actual Financial Costs reports and invoices/evidence submitted by Grant Recipient to Supplier</p>	

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

	Payment Claim Evidence Review: Following receipt of the evidence requested from the Grant Recipient by Supplier, Supplier is required to verify and conduct financial and fraud checks on the evidence within 5 Working Days.	Timeliness: 95% Acceptable Delivery: 100%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all financial and fraud checks verified and conducted by Supplier which are due to be provided as part of the payment recommendation to the Buyer on financial performance submitted to Buyer in accordance with the Specification	
	Scheme Level Financial Forecasts: By the end of the first working week of each month, Supplier must submit a forecast to Buyer of the total expected payments across all Projects for the coming month.	Timeliness: 95% Acceptable Delivery: 95%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all Scheme Level Financial Forecasts submitted by Supplier to Buyer	
	Payment Claim Reconciliation and Recommendation: At least three times per year, coinciding with the Evidence Review, Supplier is required to	Timeliness: 95% Acceptable Delivery: 100%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all	

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

	check actual Grant Recipient spend against payments made by DESNZ, within 10 Working Days following receipt of the actual financial costs report submitted by Grant Recipients.		payment recommendations submitted by Supplier to Buyer	
Fraud and Error Management	Fraud Risk Assessments: The Supplier is to consider operational findings, threat intelligence and a forward look on changes to circumstances or requirements and review, and update the Fraud Risk Assessments at least monthly, in collaboration with Buyer.	Timeliness: 95% Acceptable Delivery: 100%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all Fraud Risk Assessments submitted by Supplier to Buyer	Service Credit up to 10% as a deduction against Fraud Support Charges based on number of unsatisfactory performances per Service Level Performance Measure.
	Case Escalation: Where the severity (significant value, serious process failure or reputation risk) of a case or cases exceed the thresholds defined by DESNZ, these should be escalated to Buyer within 5 Working Days of identification that those thresholds have been exceeded.	Timeliness: 95% Acceptable Delivery: 100%	Timeliness: time stamps captured in Project Data Acceptable Delivery: Assessed against all cases where thresholds have been exceeded	Example: If two Service Level Performance Measures are unsatisfactory % Service Credit = $10\% \times (2/2) = 10\%$

The Service Credits shall be calculated on the basis of the following formulas for each Service Level:

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

**Formula: Applicable invoice value multiplied per x%
(Service Credit)**

**Worked example: Applicable invoice: £100.000
Service Credit 1%**

**= Value (£) as Service Credits to be deducted from the
next applicable invoice payable by the Buyer**

**= £100.000 * 1% = £1.000 as Service Credits to be
deducted from the next applicable invoice payable by the
Buyer**

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") within 10 Working Days of the end of each Service Period which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.1.3 details of any Critical Service Level Failures;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 in relation to the Timeliness assessments only, the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Buyer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to review Supplier performance generally including (but not limited to) discussing Performance Monitoring Reports and performance against the Acceptable Delivery element of the Service Level Performance Measure ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.2.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.2.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to the Buyer's Representative, all attendees at the relevant meeting and any other recipients agreed at the relevant meeting.

Order Schedule 14 (Service Levels)

Order Ref:

Crown Copyright 2020

- 3.3 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.4 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

Order Schedule 15 (Order Contract Management)

1. Definitions

1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier' Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

Order Schedule 15 (Order Contract Management)

Order Ref:

Crown Copyright 2020

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

Annex: Contract Boards

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

Meeting	Frequency	Location
Progress Board	Monthly	MS Teams/London/Salford (TBC)
Review Board	Quarterly	MS Teams/London/Salford (TBC)
Evaluation Board	Annually	MS Teams/London/Salford (TBC)

Order Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 Interpret this Schedule using Joint Schedule 1 (Definitions).

2. When you should use this Schedule

2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

2.3 Amounts payable under this Schedule shall not fall within the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

3.1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is

rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule.
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Order Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Order Contract.

2. Definitions

Interpret this Schedule using Joint Schedule 1 (Definitions).

3. Relevant Convictions

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

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

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant
- (c) Convictions; and
- (d) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

TABLE OF OFFENCES
(Class Order)

Offence	Contrary to	Class
---------	-------------	-------

Class A: Homicide and related grave offences

Murder	Common law	A
Manslaughter	Common law	A
Causing explosion likely to endanger life or property	Explosive Substances Act 1883 s2	A
Attempt to cause explosion, making or keeping explosive etc	Explosive Substances Act 1883 s3	A
Child destruction	Infant Life (Preservation) Act 1929 s1(1)	A
Infanticide	Infanticide Act 1938 s1(1)	A
Soliciting to murder	Offences against the Person Act 1861 s4	A

Class B: Offences involving serious violence or damage, and serious drugs offences

Endangering an aircraft	Aviation Security Act 1982 s 2(1)(b)	B
Cruelty to person under 16	Children and Young Persons Act 1933 s1	B
False imprisonment	Common law	B
Kidnapping	Common law	B
Racially-aggravated arson (not endangering life)	Crime and Disorder Act 1998 s 30(1)	B
Aggravated criminal damage	Criminal Damage Act 1971 S1(2)	B
Aggravated arson	Criminal Damage Act 1971 S1(2), (3)	B

Arson (value exceeds £100,000)	Criminal Damage Act 1971 S1(3)	B
Manufacture and supply of scheduled substances	Criminal Justice (International Cooperation) Act 1990 s12	B
Drug trafficking offences at sea	Criminal Justice (International Cooperation) Act 1990 s18	B
Acquiring, possessing, etc the proceeds of criminal conduct	Criminal Justice Act 1988 s93	B
Assaulting prison officer whilst possessing firearm etc	Criminal Justice Act 1991 s90	B
Illegal importation of Class A and B drugs	Customs and Excise Management Act 1979 s50	B
Firing on Revenue vessel	Customs and Excise Management Act 1979 s85	B
Fraudulent evasion of controls on Class A and B drugs	Customs and Excise Management Act 1979 ss1, 70(2)(b), (c)	B
Allowing the death of a child	Domestic Violence, Crime and Victims Act 2004 s5	B
Causing or allowing the death of a child	Domestic Violence, Crime and Victims Act 2004 s5	B
Offences in relation to proceeds of drug trafficking	Drug Trafficking Act 1994 ss49, 50 and 51	B
Offences in relation to money laundering investigations	Drug Trafficking Act 1994 ss52 and 53	B
Making or possession of explosive in suspicious circumstances	Explosive Substances Act 1883 s4(1)	B
Possession or acquisition of certain prohibited weapons etc	Firearms Act 1968 s5	B
Possession of firearm with intent to endanger life	Firearms Act 1968 s16	B
Use of firearm to resist arrest	Firearms Act 1968 s17	B
Possession of firearm with criminal intent	Firearms Act 1968 s18	B
Placing wood etc on railway	Malicious Damage Act 1861 s35	B
Exhibiting false signals etc	Malicious Damage Act 1861 s47	B

Producing or supplying Class A or B drug	Misuse of Drugs Act 1971 s4	B
Possession of Class A or B drug with intent to supply	Misuse of Drugs Act 1971 s5(3)	B
Cultivation of cannabis plant	Misuse of Drugs Act 1971 s6	B
Occupier knowingly permitting drugs offences etc	Misuse of Drugs Act 1971 s8	B
Activities relating to opium	Misuse of Drugs Act 1971 s9	B
Practitioner contravening drug supply regulations	Misuse of Drugs Act 1971 ss12 and 13	B
Assisting another to retain proceeds of terrorist activities	Northern Ireland (Emergency Provisions) Act 1991 s53	B
Concealing or transferring proceeds of terrorist activities	Northern Ireland (Emergency Provisions) Act 1991 s54	B
Offences against international protection of nuclear material	Nuclear Material (Offences) Act 1983 s2	B
Making threats to kill	Offences against the Person Act 1861 s16	B
Impeding persons endeavouring to escape wrecks	Offences against the Person Act 1861 s17	B
Wounding or grievous bodily harm with intent to cause grievous bodily harm etc	Offences against the Person Act 1861 s18	B
Attempting to choke, suffocate, strangle, etc	Offences against the Person Act 1861 s21	B
Administering chloroform, laudanum, etc	Offences against the Person Act 1861 s22	B
Administering poison etc so as to endanger life	Offences against the Person Act 1861 s23	B
Causing bodily injury by explosives	Offences against the Person Act 1861 s28	B
Using explosive or corrosive with intent to cause grievous bodily harm	Offences against the Person Act 1861 s29	B
Placing explosives with intent to cause bodily injury	Offences against the Person Act 1861 s30	B

Endangering the safety of railway passengers	Offences against the Person Act 1861 ss32, 33, 34	B
Causing miscarriage by poison, instrument	Offences against the Person Act 1861 s58	B
Prison mutiny	Prison Security Act 1992 s1	B
Concealing criminal property	Proceeds of Crime Act 2002 s327	B
Involvement in arrangements facilitating the acquisition, retention, use or control of criminal property	Proceeds of Crime Act 2002 s328	B
Acquisition, use or possession of criminal property	Proceeds of Crime Act 2002 s329	B
Failure to disclose knowledge or suspicion of money laundering: regulated sector	Proceeds of Crime Act 2002 s330	B
Failure to disclose knowledge or suspicion of money laundering: nominated officers in the regulated sector	Proceeds of Crime Act 2002 s331	B
Failure to disclose knowledge or suspicion of money laundering: other nominated officers	Proceeds of Crime Act 2002 s332	B
Tipping off	Proceeds of Crime Act 2002 s333	B
Disclosure under sections 330, 331, 332, or 333 of the Proceeds of Crime Act 2002 otherwise than in the form and manner prescribed	Proceeds of Crime Act 2002 s339(1a)	B
Riot	Public Order Act 1986 s1	B
Violent disorder	Public Order Act 1986 s2	B
Contamination of goods with intent	Public Order Act 1986 s38	B
Causing death by dangerous driving	Road Traffic Act 1988 s1	B
Causing death by careless driving while under the influence of drink or drugs	Road Traffic Act 1988 s3A	B
Causing danger to road users	Road Traffic Act 1988 s22A	B
Aiding and abetting suicide	Suicide Act 1961 s2	B
Hostage taking	Taking of Hostages Act 1982 s1	B

Membership, support or meeting of proscribed organisations	Terrorism Act 2000 s11	B
Support or meeting of proscribed organisations	Terrorism Act 2000 s12	B
Uniform of proscribed organisations	Terrorism Act 2000 s13	B
Fund raising for terrorism	Terrorism Act 2000 s15	B
Disclosure prejudicing, or interference of material relevant to, investigation of terrorism	Terrorism Act 2000 s39	B
Weapons training	Terrorism Act 2000 s54	B
Directing terrorist organisation	Terrorism Act 2000 s56	B
Possession of articles for terrorist purposes	Terrorism Act 2000 s57	B
Unlawful collection of information for terrorist purposes	Terrorism Act 2000 s58	B
Incitement of terrorism overseas	Terrorism Act 2000 s59	B
Other offences involving money or property to be used for terrorism	Terrorism Act 2000 ss16-18	B
Aggravated burglary	Theft Act 1968 s10	B
Aggravated vehicle taking resulting in death	Theft Act 1968 s12A	B
Blackmail	Theft Act 1968 s21	B
Armed robbery	Theft Act 1968 S8(1)	B
Assault with weapon with intent to rob	Theft Act 1968 s8(2)	B

Class C: Lesser offences involving violence or damage, and less serious drugs offences

Child abduction by connected person	Child Abduction Act 1984 s1	C
Child abduction by other person	Child Abduction Act 1984 s2	C
Breach of prison	Common law	C
Escaping from lawful custody without force	Common law	C
Permitting an escape	Common law	C
Rescue	Common law	C
Racially-aggravated assault	Crime and Disorder Act 1998 s 29(1)	C
Racially-aggravated criminal damage	Crime and Disorder Act 1998 s 30(1)	C
Criminal damage (other than aggravated criminal damage)	Criminal Damage Act 1971 s1(1)	C
Arson (other than aggravated arson) where value does not exceed £100,000	Criminal Damage Act 1971 s1(3)	C
Making threats to destroy or damage property	Criminal Damage Act 1971 s2	C
Possessing anything with intent to destroy or damage property	Criminal Damage Act 1971 s3	C
Harbouring escaped prisoner	Criminal Justice Act 1961 s22	C
Bomb hoax	Criminal Law Act 1977 s51	C
Fraudulent evasion of controls on Class C drugs	Customs and Excise Management Act 1979 s170(2)(b), (c)	C
Illegal importation of Class C drugs	Customs and Excise Management Act 1979 s50	C
Fraudulent evasion of agricultural levy	Customs and Excise Management Act 1979 s68A(1) and (2)	C
Offender armed or disguised	Customs and Excise Management Act 1979 s86	C

Failing to keep dogs under proper control resulting in injury	Dangerous Dogs Act 1991 s3	C
Failure to disclose knowledge or suspicion of money laundering	Drug Trafficking Offences Act 1986 s26B	C
Tipping off in relation to money laundering investigations	Drug Trafficking Offences Act 1986 s26C	C
Possession of firearm without certificate	Firearms Act 1968 s1	C
Possession or acquisition of shotgun without certificate	Firearms Act 1968 s2	C
Dealing in firearms	Firearms Act 1968 s3	C
Shortening of shotgun or possession of shortened shotgun	Firearms Act 1968 s4	C
Carrying loaded firearm in public place	Firearms Act 1968 s19	C
Trespassing with a firearm	Firearms Act 1968 s20	C
Possession of firearm by person convicted of crime	Firearms Act 1968 s21(4)	C
Acquisition by or supply of firearms to person denied them	Firearms Act 1968 s21(5)	C
Failure to comply with certificate when transferring firearm	Firearms Act 1968 s42	C
Shortening of smooth bore gun	Firearms Amendment Act 1988 s6(1)	C
Assisting illegal entry or harbouring persons	Immigration Act 1971 s25	C
Cutting away buoys etc	Malicious Damage Act 1861 s48	C
Producing or supplying Class C drug	Misuse of Drugs Act 1971 s4	C
Possession of Class A drug	Misuse of Drugs Act 1971 s5(2)	C
Possession of Class C drug with intent to supply	Misuse of Drugs Act 1971 s5(3)	C
Unlawful wounding	Offences against the Person Act 1861 s20	C
Administering poison etc with intent to injure	Offences against the Person Act 1861 s24	C

Neglecting to provide food for or assaulting servants etc	Offences against the Person Act 1861 s26	C
Abandonment of Child under two	Offences against the Person Act 1861 s27	C
Setting spring guns with intent to inflict grievous bodily harm	Offences against the Person Act 1861 s31	C
Assault on officer saving wreck	Offences against the Person Act 1861 s37	C
Assault occasioning actual bodily harm	Offences against the Person Act 1861 s47	C
Supplying instrument etc to cause miscarriage	Offences against the Person Act 1861 s59	C
Concealment of birth	Offences against the Person Act 1861 s60	C
Making gunpowder etc to commit offences	Offences against the Person Act 1861 s64	C
Assisting prisoners to escape	Prison Act 1952 s39	C
Circumcision of females	Prohibition of Female Circumcision Act 1985 s1	C
Stirring up racial hatred	Public Order Act 1986 ss18-23	C
Breaking or injuring submarine telegraph cables	Submarine Telegraph Act 1885 s3	C
Failure to disclose information about terrorism	Terrorism Act 2000 s19	C
Robbery (other than armed robbery)	Theft Act 1968 s8(1)	C
Attempting to injure or alarm the Sovereign	Treason Act 1842 s2	C

Class D: Sexual offences, and offences against children

Incitement to commit incest	Criminal Law Act 1977 s54	D
Ill-treatment of persons of unsound mind	Mental Health Act 1983 s127	D
Abuse of position of trust	Sexual Offences (Amendment) Act 2000 s3	D

Administering drugs to obtain intercourse	Sexual Offences Act 1956 s4	D
Living on earnings of male prostitution	Sexual Offences Act 1967 s5	D
Procurement of a defective	Sexual Offences Act 1956 s9	D
Incest other than by man with girl under 13	Sexual Offences Act 1956 s10 and s11	D
Gross indecency between male of 21 or over and male under 16	Sexual Offences Act 1956 s13	D
Indecent assault on a woman	Sexual Offences Act 1956 s14	D
Indecent assault on a man	Sexual Offences Act 1956 s15	D
Abduction of unmarried girl under 18 from parent	Sexual Offences Act 1956 s19	D
Abduction of defective from parent	Sexual Offences Act 1956 s21	D
Procuration of girl under 21	Sexual Offences Act 1956 s23	D
Permitting defective to use premises for intercourse	Sexual Offences Act 1956 s27	D
Causing or encouraging prostitution of defective	Sexual Offences Act 1956 s29	D
Man living on earnings of prostitution	Sexual Offences Act 1956 s30	D
Woman exercising control over prostitute	Sexual Offences Act 1956 s31	D
Sexual assault	Sexual Offences Act 2003 s3	D
Causing sexual activity without penetration	Sexual Offences Act 2003 s4	D
Causing a child to watch a sexual act	Sexual Offences Act 2003 s12	D
Child sex offence committed by person under 18	Sexual Offences Act 2003 s13	D
Meeting child following sexual grooming	Sexual Offences Act 2003 s15	D
Abuse of position of trust: sexual activity with a child	Sexual Offences Act 2003 s16	D
Abuse of position of trust: causing a child to engage in sexual activity	Sexual Offences Act 2003 s17	D

Abuse of position of trust: sexual activity in the presence of a child	Sexual Offences Act 2003 s18	D
Abuse of position of trust: causing a child to watch sexual activity	Sexual Offences Act 2003 s19	D
Engaging in sexual activity in the presence of child	Sexual Offences Act 2003 s32	D
Causing a person with mental disorder (impeding choice) to watch sexual act	Sexual Offences Act 2003 s33	D
Engaging in sexual activity in the presence of person with mental disorder (impeding choice)	Sexual Offences Act 2003 s36	D
Causing a person with mental disorder to watch sexual act (by inducement, threat or deception)	Sexual Offences Act 2003 s37	D
Care workers: sexual activity in presence of person with mental disorder	Sexual Offences Act 2003 s40	D
Care workers: causing person with mental disorder to watch sexual act	Sexual Offences Act 2003 s41	D
Causing or inciting prostitution for gain	Sexual Offences Act 2003 s52	D
Controlling prostitution for gain	Sexual Offences Act 2003 s53	D
Administering a substance with intent	Sexual Offences Act 2003 s61	D
Committing offence with intent to commit sexual offence	Sexual Offences Act 2003 s62	D
Trespass with intent to commit sexual offence	Sexual Offences Act 2003 s63	D
Sex with adult relative	Sexual Offences Act 2003 s64 and s65	D
Exposure	Sexual Offences Act 2003 s66	D
Voyeurism	Sexual Offences Act 2003 s67	D
Sexual intercourse with animal	Sexual Offences Act 2003 s69	D
Sexual penetration of a corpse	Sexual Offences Act 2003 s70	D

Class E: Burglary etc

Burglary (domestic)	Theft Act 1968 s9(3)(a)	E
Burglary (non-domestic)	Theft Act 1968 s9(3)(b)	E
Going equipped to steal	Theft Act 1968 s25	E

Class F: The following offences are always in Class F

Destruction of registers of births etc	Forgery Act 1861 s36	F
Making false entries in copies of registers sent to registrar	Forgery Act 1861 s37	F
Possession (with intention) of false identity documents	Identity Cards Act 2006 s25(1)	F
Possession (without reasonable excuse) of false identity documents or apparatus or material for making false identity documents	Identity Cards Act 2006 s25(1) and 25(3)	F
Possession (with intention) of apparatus or material for making false identity documents	Identity Cards Act 2006 s25(3)	F

The following offences are always in Class G

Illegal importation: Counterfeit notes or coins	Customs and Excise Management Act 1979 s50	G
Fraudulent evasion: counterfeit notes or coins	Customs and Excise Management Act 1979 s170(2)(b), (c)	G
Counterfeiting notes and coins	Forgery and Counterfeiting Act 1981 s14	G
Passing counterfeit notes or coins	Forgery and Counterfeiting Act 1981 s15	G
Offences involving custody or control of counterfeit notes or coins	Forgery and Counterfeiting Act 1981 s16	G

Making, custody, or control of counterfeiting materials etc	Forgery and Counterfeiting Act 1981 s175	G
Undischarged bankrupt being concerned in a company	Insolvency Act 1986 s 360	G
Removal of articles from place open to the public	Theft Act 1968 s11	G

The following offences are in class F but will fall in to Class G if the value is between £30,001 and £100,000 and will fall in to class K if the value exceeds £100,000

Illegal importation: not elsewhere specified	Customs and Excise Management Act 1979 s50	F/G/K
Counterfeiting Customs documents	Customs and Excise Management Act 1979 s168	F/G/K
Fraudulent evasion of duty	Customs and Excise Management Act 1979 s 170(1)(b)	F/G/K
Fraudulent evasion: not elsewhere specified	Customs and Excise Management Act 1979 s170(2)(b), (c)	F/G/K
Forgery	Forgery and Counterfeiting Act 1981 s1	F/G/K
Copying false instrument with intent	Forgery and Counterfeiting Act 1981 s2	F/G/K
Using a false instrument	Forgery and Counterfeiting Act 1981 s3	F/G/K
Using a copy of a false instrument	Forgery and Counterfeiting Act 1981 s4	F/G/K
Custody or control of false instruments etc	Forgery and Counterfeiting Act 1981 s5	F/G/K
Fraud by false representation	Fraud Act 2006 s2	F/G/K
Fraud by failing to disclose information	Fraud Act 2006 s3	F/G/K
Fraud by abuse of position	Fraud Act 2006 s4	F/G/K
Making or supplying articles for use in fraud	Fraud Act 2006 s7	F/G/K
Participating in fraudulent business carried on by sole trader etc	Fraud Act 2006 s.9	F/G/K

Obtaining services dishonestly	Fraud Act 2006 s11	F/G/K
Counterfeiting of dies or marks	Hallmarking Act 1973 s6	F/G/K
Possession etc of articles for use in frauds	Identity Cards Act 2006 s25(5)	F/G/K
Offences in relation to dies or stamps	Stamp Duties Management Act 1891 s13	F/G/K
Theft	Theft Act 1968 s1	F/G/K
Abstraction of electricity	Theft Act 1968 s13	F/G/K
Obtaining property by deception	Theft Act 1968 s15	F/G/K
Obtaining pecuniary advantage by deception	Theft Act 1968 s16	F/G/K
False accounting	Theft Act 1968 s17	F/G/K
Handling stolen goods	Theft Act 1968 s22	F/G/K
Obtaining services by deception	Theft Act 1978 s1	F/G/K
Evasion of liability by deception	Theft Act 1978 s2	F/G/K
Fraudulent application of trade mark	Trade Marks Act 1938 s58A	F/G/K
VAT offences	VAT Act s 72(1-8)	F/G/K

Class H: Miscellaneous lesser offences

Absconding by person released on bail	Bail Act 1976 s6(1), (2)	H
Agreeing to indemnify sureties	Bail Act 1976 s9(1)	H
Being drunk on aircraft	Civil Aviation Act 1982 s 60 and 61	H
Acts outraging public decency	Common law	H
Keeping a disorderly house	Common law; Disorderly Houses Act 1751 s8	H
Breach of anti-social behaviour order	Crime and Disorder Act 1998 s 1(10)	H
Breach of sex offender order	Crime and Disorder Act 1998 s 2(8)	H

Racially-aggravated public order offence	Crime and Disorder Act 1998 s 31(1)	H
Racially-aggravated harassment/putting another in fear of violence	Crime and Disorder Act 1998 s 32(1)	H
Having an article with a blade or point in a public place	Criminal Justice Act 1988 s 139	H
Obstructing Customs officer	Customs and Excise Management Act 1979 s16	H
Impersonating Customs officer	Customs and Excise Management Act 1979 s3	H
Indecent display	Indecent Displays (Control) Act 1981 s1	H
Obstructing engine or carriage on railway	Malicious Damage Act 1861 s36	H
Misconduct endangering ship or persons on board ship	Merchant Shipping Act 1970 s27	H
Offences relating to the safe custody of controlled drugs	Misuse of Drugs Act 1971 s11	H
Possession of Class B or C drug	Misuse of Drugs Act 1971 s5(2)	H
Obscene articles intended for publication for gain	Obscene Publications Act 1964 s1	H
Offences of publication of obscene matter	Obscene Publications Act 1959 s2	H
Wanton or furious driving	Offences against the Person Act 1861 s35	H
Assault with intent to resist arrest	Offences against the Person Act 1861 s38	H
Sending prohibited articles by post	Post Office Act 1953 s11	H
Possession of offensive weapon	Prevention of Crime Act 1953 s1	H
Unlawful eviction and harassment of occupier	Protection from Eviction Act 1977 s1	H
Breach of harassment injunction	Protection from Harassment Act 1997 s 3(6)	H
Putting people in fear of violence	Protection from Harassment Act 1997 s 4(1)	H

Breach of restraining order	Protection from Harassment Act 1997 s 5(5)	H
Affray	Public Order Act 1986 s3	H
Forgery and misuse of driving documents	Public Passenger Vehicles Act 1981 s65	H
Forgery of driving documents	Road Traffic Act 1960 s233	H
Dangerous Driving	Road Traffic Act 1988 s2	H
Forgery etc of licences and other documents	Road Traffic Act 1988 s173	H
Mishandling or falsifying parking documents etc	Road Traffic Regulation Act 1984 s115	H
Procurement of intercourse by threats etc	Sexual Offences Act 1956 s2	H
Procurement of a woman by false pretences	Sexual Offences Act 1956 s3	H
Buggery of male 16 or over otherwise than in private	Sexual Offences Act 1956 s12	H
Gross indecency between males (other than where one is 21 or over and the other is under 16)	Sexual Offences Act 1956 s13	H
Causing prostitution of women	Sexual Offences Act 1956 s22	H
Detention of a woman in brothel or other premises	Sexual Offences Act 1956 s24	H
Solicitation for immoral purposes	Sexual Offences Act 1956 s32	H
Procuring others to commit homosexual acts	Sexual Offences Act 1967 s4	H
Presentation of obscene performance	Theatres Act 1968 s2	H
Aggravated vehicle taking	Theft Act 1968 s12A	H
Making off without payment	Theft Act 1978 s3	H
Trade description offences (9 offences)	Trade Descriptions Act 1968 ss1, 8, 9, 12, 13, 14, 18	H
Forgery, alteration, fraud of licences etc	Vehicle (Excise) Act 1971 s26	H

Class I: Offences against public justice and similar offences

Embracery	Common law	I
Fabrication of evidence with intent to mislead a tribunal	Common law	I
Perverting the course of public justice	Common law	I
Personation of jurors	Common law	I
Giving false statements to procure cremation	Cremation Act 1902 s8(2)	I
Conspiring to commit offences outside the United Kingdom	Criminal Justice (Terrorism and Conspiracy) Act 1998 s5	I
False statement tendered under s9 of the Criminal Justice Act 1967	Criminal Justice Act 1967 s89	I
Intimidating witness, juror, etc	Criminal Justice and Public Order Act 1994 s51(1)	I
Harming, threatening to harm a witness, juror, etc	Criminal Justice and Public Order Act 1994 s51(2)	I
Making false statement to obtain interim possession order	Criminal Justice and Public Order Act 1994 s75(1)	I
Making false statement to resist making of interim possession order	Criminal Justice and Public Order Act 1994 s75(2)	I
Assisting offenders	Criminal Law Act 1967 s4(1)	I
Concealing an arrestable offence	Criminal Law Act 1967 s5	I
Prejudicing a drug trafficking investigation	Drug Trafficking Act 1994 s58(1)	I
False evidence before European Court	European Communities Act 1972 s11	I
Personating for purposes of bail etc	Forgery Act 1861 s34	I
False statement tendered under section 102 of Magistrates' Courts Act 1980	Magistrates' Courts Act 1980 s106	I
Perjuries (7 offences)	Perjury Act 1911 ss1-7(2)	I
Corrupt transactions with agents	Prevention of Corruption Act 1906 s1	I

Corruption in public office	Public Bodies Corrupt Practices Act 1889 s1	I
Making false statement to authorised officer	Trade Descriptions Act 1968 s29(2)	I

Class J: Serious sexual offences, offences against children

Allowing or procuring child under 16 to go abroad to perform	Children and Young Persons Act 1933 ss25, 26	J
Indecency with children under 14	Indecency with Children Act 1960 s1(1)	J
Sexual intercourse with patients	Mental Health Act 1959 s128	J
Taking, having, etc indecent photographs of children	Protection of Children Act 1978 s1	J
Rape	Sexual Offences Act 1956 s1(1)	J
Sexual intercourse with girl under 13	Sexual Offences Act 1956 s5	J
Sexual intercourse with girl under 16	Sexual Offences Act 1956 s6	J
Sexual intercourse with defective	Sexual Offences Act 1956 s7	J
Buggery of person under 16	Sexual Offences Act 1956 s12	J
Incest by man with girl under 13	Sexual Offences Act 1956 s15	J
Assault with intent to commit buggery	Sexual Offences Act 1956 s16	J
Abduction of woman by force	Sexual Offences Act 1956 s17	J
Abduction of unmarried girl under 16 from parent	Sexual Offences Act 1956 s20	J
Permitting girl under 13 to use premises for sexual intercourse	Sexual Offences Act 1956 s25	J
Permitting girl under 16 to use premises for sexual intercourse	Sexual Offences Act 1956 s26	J
Causing or encouraging prostitution of girl under 16	Sexual Offences Act 1956 s28	J
Rape	Sexual Offences Act 2003 s1	J
Assault by penetration	Sexual Offences Act 2003 s2	J

Causing sexual activity with penetration	Sexual Offences Act 2003 s4	J
Rape of child under 13	Sexual Offences Act 2003 s5	J
Sexual assault of child under 13	Sexual Offences Act 2003 s7	J
Causing a child under 13 to engage in sexual activity	Sexual Offences Act 2003 s8	J
Sexual activity with child	Sexual Offences Act 2003 s9	J
Causing a child to engage in sexual activity	Sexual Offences Act 2003 s10	J
Arranging child sex offence	Sexual Offences Act 2003 s14	J
Sexual activity with child family member, with penetration	Sexual Offences Act 2003 s25	J
Inciting child family member to engage in sexual activity	Sexual Offences Act 2003 s26	J
Sexual activity with person with mental disorder	Sexual Offences Act 2003 s30	J
Causing or inciting child prostitution or pornography	Sexual Offences Act 2003 s31	J
Offering inducement to procure sexual activity with person with mental disorder	Sexual Offences Act 2003 s34	J
Inducing person with mental disorder to engage in sexual activity	Sexual Offences Act 2003 s35	J
Care workers: sexual activity with person with mental disorder	Sexual Offences Act 2003 s38	J
Care workers: inciting person with mental disorder to engage in sexual act	Sexual Offences Act 2003 s39	J
Paying for sexual services of child	Sexual Offences Act 2003 s47	J
Causing or inciting person with mental disorder to engage in sexual activity	Sexual Offences Act 2003 s48	J
Controlling a child prostitute	Sexual Offences Act 2003 s49	J
Facilitating child prostitution	Sexual Offences Act 2003 s50	J

Trafficking into UK for sexual exploitation	Sexual Offences Act 2003 s57	J
Trafficking within UK for sexual exploitation	Sexual Offences Act 2003 s58	J
Trafficking out of UK for sexual exploitation	Sexual Offences Act 2003 s59	J
Assault on child under 13 by penetration	Sexual Offences Act 2003 s61	J

Class K: Offences of dishonesty in Class F where the value in is in excess of £100,000

See the entries for Class F for offences that fall within Class K		
---	--	--

Schedule 20 Specification

1.	Introduction	5
1.1.	Purpose of this document.....	5
1.2.	Background and Context	5
1.3.	Accountability	6
1.4.	Outcomes.....	6
1.5.	Mobilisation and Capacity Requirements.....	7
1.5.1	Mobilisation	7
1.6.	Capability Requirements.....	8
1.7.	Statutory and Regulatory Compliance.....	10
1.8.	Interfaces and Dependencies	11
1.9.	Design and Development	13
1.10.	Market Engagement and Promotion	13
2.	Application Process Management.....	14
2.1.	Help Inbox Function (Joint for Schemes).....	14
2.2.	SHDF Application Process	15
2.2.1.	Application Tracking and Data.....	15
2.2.2.	Application Assessment Process and Execution.....	16
2.2.3.	Eligibility Screening	16
2.2.4.	Assessors.....	17
2.2.5.	Financial Due Diligence Checks.....	17
2.2.6.	Project Notifications.....	17
2.2.7.	Facilitate signing of GFA with Grant Recipients.....	18
2.3.	HUG 2 Application process	18
2.3.1.	HUG 2 Outline Application Process.....	19
2.3.2.	Application Handover from DESNZ (facilitated by the Buyer)	19
2.3.3.	HUG 2 Delivery Assurance Check.....	19
2.3.4.	Delivery Assurance Checks Moderation Decisions.....	20
2.3.5.	HUG Batch Application Process Automation.....	21
2.3.6.	Batch Application Assurance	21
2.3.7.	Escalation of Batch Applications	21
2.3.8.	Batch Assessment	22
2.3.9.	Batch Application Approvals	22
2.3.10.	Batch Forecasting and Data.....	23
3.	Project Assurance and Support.....	24

3.1.	Project Mobilisation	24
3.1.1.	Supervisor Officer as Single Point of Contact	24
3.1.2.	Initial Grant Recipient Engagement	25
3.2.	Project Baseline and Initial Risk Assessment	26
3.3.	Day-to-Day Engagement and Performance Management	27
3.3.1.	Project Engagement	27
3.3.2.	Grant Recipient Monthly Data Manual Checking and Process.....	28
3.3.3.	Risks and Issues Document review	28
3.3.4.	Delivery Confidence Assessment/ Recommendations	28
3.3.5.	Review the Delivery Confidence Assessment Outcomes	29
3.3.6.	Annual Grant Fund Review	29
3.3.7.	Direct Advisory Support for Supervisor Officers	29
3.3.8.	Monitoring of SHDF Digitalisation Funding.....	30
3.4.	Project Remediation	30
3.4.1.	Remediation Plan Initial Assessment	30
3.4.2.	Remediation Plan Development.....	31
3.4.3.	Remediation Plan Sign Off and Agreement.....	31
3.4.4.	Remediation Plan Activity Tracking	31
3.4.5.	Remediation Plan advisory activity	32
4.	Change Control	32
4.1.	Change Control Process.....	32
4.2.	Processing Change Control Requests	33
4.3.	Change Control Support.....	33
4.3.1.	Support Grant Recipient Project Closure.....	33
4.4.	Change Control Review and Decision.....	33
4.5.	Change Control Reporting.....	34
4.6.	Change Control and reallocation of funds.....	34
4.7.	Clawback, Reduction and Reallocation of Funding.....	34
4.7.1	Clawback and Reallocation of Funding Process.....	35
4.7.2.	Clawback and Reduction of Funds Notification.....	35
4.7.3.	Recording the Clawback Process	36
5.	Fraud, Error and Compliance Management	36
5.1.	Fraud Risk Management	36
5.2.	Fraud Compliance	37
5.3.	Eligibility Screening	38

5.4.	Compliance Controls	39
5.5.	Case Escalation	39
5.6.	Investigation Management and Case Resolution	40
5.7.	Sanctions and Debt recovery	40
5.8.	Assurance of fraud risk management	41
6.	Webinars, Learning Communities and Case Studies.....	42
7.	Data Collection, Visualisation, and Reporting	42
7.1.1.	Data Collection Forms Capabilities	43
7.1.2.	Data Collection Training.....	43
7.1.3.	Data Collection System Maintenance, Continuous Improvement, Feedback, and Learning 43	
7.2.	Data Collection Process.....	43
7.2.1.	Example data requirements	43
7.2.2.	Data collection, Supplier's responsibilities	44
7.2.3.	Data collection, Buyer's responsibilities	44
7.3.	Internal CRM.....	44
7.3.1.	CRM Capabilities	45
7.3.2.	CRM logging process.....	45
7.3.3.	CRM Logging, Supplier responsibilities.....	45
7.3.4.	CRM Logging, Buyer responsibilities	45
7.4.	Project Data integrity	46
7.5.	Reporting.....	46
7.5.1.	Data transfer	46
7.5.2.	Scheme Level Monthly Report Production	46
7.5.3.	Monthly Report Validation, Review and Sign Off	47
7.6.	Training.....	47
7.7.	Continuous Improvement, Feedback, and Learning	47
8.	Invoicing & Payments.....	47
8.1.	SHDF	47
8.1.1.	Payment Claim Process.....	47
8.1.2.	Project Financial Forecast Review.....	48
8.1.3.	Scheme Level Financial Forecasts	48
8.1.4.	Payment Claim Transfer	48
8.1.5.	Payment Claim Evidence Review	48
8.1.6.	Payment Claim Reconciliation & Recommendation	48
8.1.7.	Full Evidence Check.....	48

8.2.	HUG 2.....	49
8.2.1.	Payment Claim Process.....	49
8.2.2.	Scheme Level Financial Forecasts	49
8.2.3.	Confirmation of Payment Transfer	49
8.2.4.	HUG 2 Funding Pot Confirmation and Pooling of approved Batches.....	50
8.2.5.	Grant Recipient documentation review	50
9.	Continuous Functions and Support.....	50
9.1.	Strategy & Leadership.....	50
9.1.1.	Strategy & Leadership of Service.....	50
9.2.	Management of Order Contract.....	50
9.2.1.	Order Contract Management	50
9.2.2.	Continuous Improvement.....	51
9.2.3.	Data Management	51
9.3.	Order Contract Implementation	52
9.3.1.	Order Contract Implementation	52
9.3.2.	Information Handover & Knowledge Transfer	52
10.	Demobilisation, Handover and Exit.....	52
11.	Our social value priorities	53
	Annex A SHDF Application process	55
	Annex B HUG 2 Application process.....	56
	Annex C HUG 2 Batch Automation and Policy Requirements	58
	Annex D HUG 2 Batch Application resolution process	60
	Annex E (Part 1) Change Control Process.....	61
	Annex E (Part 2) Change Control Form	62
	Annex F HUG 2 Delivery Confidence Assessment and Weightings.....	66
	Annex G HUG 2 KPI's and Trigger Strategy	68
	Annex H Reduction in Funding: Reduction, Clawback and Reallocation	70
	Annex I HUG 2 Payment Process.....	72
	Annex J Reporting	73
	Annex K – KPI's	79

1. Introduction

1.1. Purpose of this document

This Schedule should be read alongside the original RM6172 Grant Administration Service DPS Schedule 1 (Specification). It has been written to both elaborate on DPS Schedule 1 (Specification) and to provide context and sequencing of the various services to be provided to the Buyer by the Supplier.

Unless explicitly stated otherwise, all requirements outlined in this Schedule relate to both SHDF and HUG 2.

Within this Schedule, defined terms have the meaning attributed to them in Joint Schedule 1 (Definitions).

1.2. Background and Context

A Supplier is sought by the Buyer, who has been appointed by DESNZ as its 'delivery agent', to facilitate the delivery of the Social Housing Decarbonisation Fund (SHDF) and Homes Upgrade Grant (HUG) 2 funded projects. The Order Contract will be entered into by the Buyer.

SHDF is a scheme under Section 98 of the Natural Environment and Rural Communities Act which seeks to upgrade the energy efficiency of social homes in England, rated Energy Performance Certificate (EPC) Band D and below.

SHDF will allocate up to £800m funding and the window for the delivery of such funding will be from April 2023 to at least September 2025. DESNZ's central case estimate is that this will see 144,000 homes upgraded. DESNZ expects 160 social housing provider projects to be successful with an average project size of £5 million, ranging from £500,000 to £50,000,000.

HUG 2 is a scheme under Section 31 of the Local Government Act which seeks to provide energy efficiency upgrades and low carbon heating to low-income households (<£31k per annum) living off the gas grid in England. The worst performing off gas grid homes, ranging from Energy Performance Certificate Bands D-G, will be eligible to receive upgrades via HUG 2.

HUG 2 will allocate up to £700m with the window for the delivery of such funding being from April 2023 to March 2025. DESNZ's central case estimate is that this will see 34,600 homes upgraded. DESNZ expects 75 local authority projects to be successful with an average project size of £9.7m, ranging from £500,000 up to, and in some rare cases, over £100,000,000.

Both Schemes aim to tackle fuel poverty and make progress towards 'Net Zero 2050' and have a combined Grant delivery expectation of up to £1.5bn between 2023 and 2026.

In addition, the Buyer may also, on behalf of DESNZ, require the Supplier to price (in accordance with Order Schedule 5 (Pricing Details)) additional projects from the 'DESNZ Net Zero Buildings – Domestic Schemes Portfolio'. Any such additional requirements will be limited to a reduced number of projects derived from a specific initiative or a prior scheme, such as, but not limited to 'SHDF Demonstrator', 'SHDF Wave 1' and 'HUG projects'. The exact scope of any such additional requirements will be specified by the Buyer and agreed with the Supplier in advance of these projects going live.

Suppliers are required to consider the requirements outlined below and provide an Order Tender (which will be embedded in the Order Contract as Order Schedule 4 (Order Tender)) detailing how Suppliers will deliver a Grant Administration Service which optimises resource across the Schemes; introducing innovation and opportunities for continuous improvement to facilitate that Grants are used in the most efficient and effective way possible.

The Order Contract represents a vital service in the UK Government's effort to tackle climate change. DESNZ passionately believes that the service provided by the Supplier will have a significant positive impact on the outcomes of the Schemes. The Supplier should note the Buyer's intention is to carefully monitor and evaluate their performance during the Order Initial Period. The Buyer expects that at the end of the Order Initial Period, the Supplier will be able to clearly indicate how they have used their skill and expertise to bring specific improvements and innovations into the Order Contract, resulting in improved efficiency, improved effectiveness and, where possible, improved value for money.

1.3. Accountability

The Buyer is providing an expert client service for DESNZ. With over 18 years' experience of managing Grants to deliver energy efficient upgrades across the public sector, the Buyer is ideally placed to provide this service to DESNZ.

DESNZ will be responsible for processing and distributing Grants to Grant Recipients. The Buyer will be accountable to DESNZ for oversight of the day-to-day management of both Schemes and is required to provide DESNZ with the assurance that each Scheme is being run successfully.

The Supplier is accountable to the Buyer for the delivery of all or any of the requirements as set out in this Schedule and DPS Schedule 1 (Specification). The Supplier will be required to demonstrate to the Buyer that they are meeting the performance requirements set out in Order Schedule 14 (Service Levels).

The Buyer will provide access to an online CRM tool that the Supplier will use to record data on each Grant Application and the delivery against the Grant itself. The data reporting elements of this service are described in Section 7 of this Schedule.

Where improvements and changes are required to be made to the Schemes, the Buyer will direct the Supplier accordingly. Where the Supplier would like to see changes made, all proposals should be directed to the Buyer.

1.4. Outcomes

The aim of this Section is to give an overview of the key outcomes to be achieved under the Order Contract and to give context for the specific requirements set out in the subsequent Sections.

The desired outcomes for the successful appointment of the Supplier are set out below:

- **A Single Point of Access for Grant Recipients (1.3.5 of DPS Schedule 1 (Specification)):** Grant Recipients in respect of SHDF engage solely with the Supplier (except in very exceptional circumstances or if instructed otherwise by the Supplier) on all matters relating to their Grant Applications and the management and delivery of their

Projects. Grant Recipients receiving Grants from both Schemes concurrently have a streamlined point of contact.

- **Effective Management of Grant Applications (1.3.5 of DPS Schedule 1 (Specification)):** Specified activities are completed to time, cost, and quality, supporting achievement of the objectives and outcomes of the processes for providing Grants.
- **Effective Portfolio, Risk and Fraud Management (1.3.7 of DPS Schedule 1 (Specification)):** Well-informed portfolio reviews support effective monitoring of delivery against the overall objectives of the Schemes. The Supplier should look across Grant Recipients to identify common risks and issues in delivery and highlight these while suggesting corrective action. There is high quality and accurate information on the top risks and issues that impact the Schemes, as well as recommendations for how these risks and issues can be mitigated or overcome. Fraud risk is being managed appropriately at Project level and there is oversight to give confidence that Grants are being spent for their intended purpose, and parties that conduct fraudulent activities are held to account.
- **Effective Data and Performance Management (1.3.5 of DPS Schedule 1 (Specification)):** High quality, accurate and accessible data is gathered for all Projects and the performance of each Project is regularly and accurately assessed, so that the well-informed actions and decisions can be taken by all parties.
- **Effective Project Assurance and Support (1.3.3(c)(e) & 1.3.6 of DPS Schedule 1 (Specification)):** At appropriate stages the progress of Projects is being checked and validated, and if necessary, a pool of expert support is available to advise Grant Recipients how best to achieve delivery of Projects on time, cost, and quality.
- **Clear Communication and Engagement (1.3.4 of DPS Schedule 1 (Specification)):** The data and information, including, but not limited to, live status of Grant Applications, GFAs and MoUs, funded Projects and the activities being undertaken by the Supplier, is clearly communicated to the Buyer enabling progress of both Schemes to be monitored and reported.
- **Collaboration with TAF and Evaluation Providers:** The relationship and dependencies between the Supplier and TAF and Evaluation Providers is executed effectively, supporting TAF and Evaluation Providers to effectively meet their responsibilities.

1.5. Mobilisation and Capacity Requirements

1.5.1 Mobilisation

- The Supplier will be required to mobilise and then maintain a team with resource levels and technical ability to enable them to deliver the Order Contract in consideration of the following dates and quantities:
- The Pilot Period will run for an initial 9-month period and will include the following requirements:
 - Contract Award (Week -2)
 - Contract Start (Week 0) – Onboarding, documents & process review, and initial training

- Various dates as indicated in Order Schedule 13 (Implementation Plan) – Initial Operating Capability – Initial Operating Capability Date - The date the Supplier shall be sufficiently resourced and with availability to receive the required learning associated with service provision of the contract and to enable commencement of handover activities from the Buyer
- Various dates as indicated in Order Schedule 13 (Implementation Plan) - Full Operating Capability – The date the Supplier shall be fully resourced with suitably qualified and/or experienced Personnel and be able to demonstrate their ability to take responsibility for the Deliverable Items as set out in the Implementation Plan.
- 30th September – Performance review and decision on whether to extend or exit; 3-month notice period
- 31st December 2023 – Pilot Period completion (Week 40)

The first extension of the Order Contract will run from 1st January 2024 and be for 27 months. The decision to extend will be at the sole discretion of the Buyer but will be influenced by the Supplier's performance against the KPI's and Service Levels, as well as whether the additional funding has been approved for expenditure.

The Order Contract includes a second option to extend, this time for a further 12 months, and will be based on the same considerations as the previous extension.

1.6. Capability Requirements

The aim of this Section is to set out the capabilities that will be required of the Supplier to deliver the overall requirements set out in this Schedule and DPS Schedule 1 (Specification) in order to achieve the outcomes set out above.

The Supplier is required to ensure it has suitably qualified experienced Personnel carrying out the Supplier's obligations, including, but not limited to, working on the following workstreams in order to meet the requirements of the Buyer:

- Grant Application and the process of evaluating Grant Applications and awarding Grants
- Grant management and associated project management
- Fraud management
- Risk management
- Technical advice
- Audit and assurance

The above activities are to be provided in the context of delivering Projects that involve:

- Construction and housing Retrofit projects
- Project monitoring
- PAS 2035, PAS 2030:2019, Trustmark and/ or 'MCS Certification'
- Energy efficiency schemes

This can be evidenced through a Subcontracted technical support partner if necessary.

The Supplier is expected to have a clear leadership and management structure for the overall team delivering the Grant Administration Service (Section 9.1.1 of this Schedule). The structure will include an appropriate provision of senior leaders with a wide range of experience delivering complex, high value Grant Administration Services, to both lead engagement and collaboration with the Buyer, and to drive performance from the working level team. Alongside this, the Supplier will need to ensure the necessary capacity and capability to closely manage the Order Contract and work closely and collaboratively with the Buyer to drive performance and continuous improvement (Section 9.2.1 to 9.3.2 of this Schedule) from all Grant Recipients.

The core team of Project Officers and supporting staff will need to hold a wide-ranging set of skills to meet the requirements as set out in this Schedule. The Project Officer team will be expected to fulfil the core Grant Administration Services activities across administration of the available funding allocation, Project mobilisation, Project monitoring and support, data reporting and data analysis, Change Controls, capital spend management and other aspects (as permitted by DPS Schedule 1 (Specification)).

Project Officers will be responsible for acting as the Single Point of Contact for Grant Recipients and actively overseeing the delivery of Projects. The team will need to be optimised to ensure higher complexity/risk Projects are overseen by the most appropriate team members, and more junior staff have a clear support structure and lines of escalation. The team will need to include an appropriate mix of more experienced staff with substantial experience of overseeing grant-funded projects, as well as leading and managing teams and are to be referred to as Supervisor Officers. Experienced staff who have worked on the Grant Administration of construction and building Retrofit projects is desirable. The Supervisor Officer team will likely also include some more junior staff with a reasonable level of Grant Administration Service experience. Most, if not all, of the team will need to hold at least one valid project management qualification.

Alongside the general skills relating to Grant Administration Services described above and referenced throughout this Schedule, there are a set of specialist and technical skill sets that will be required to fulfil the requirements. The Supplier must ensure specialist staff hold appropriate industry standard qualifications in their respective specialist areas. These specialist areas include:

Specialist Skill	Schedule 20 References	Description
Technical and Building Retrofit	Sections 3.3.7, 3.3.8, 3.4.5, 4.3	Previous experience of delivering or overseeing construction and building Retrofit projects. Detailed understanding of PAS 2035 process. Deep knowledge of homes archetypes and energy efficiency and heating measures /measure mixes in making low regrets energy performance improvements to homes. Knowledge of application of digital technologies (e.g. SMETERs, BIM) to increase efficiency of the building Retrofit process.
Fraud and Error	Section 5	Experience, capability, and scale to understand and effectively manage fraud prevention, detection, and resolution in national, high value multi-transaction schemes. Expertise in use of data, investigative techniques, and fraud risk assessment to resolve fraud and error risks and discrepancies and for triage and decision making to

		provide cost effective fraud management. Capability to evolve fraud risk assessment and controls in response to operational findings and threat monitoring (e.g. from random audits and hypothesis testing). Ability to maintain records and information integrity to the appropriate standard in case of need for prosecution. Fraud risk mature approach needed for balancing controls friction against need for flow of funding. Capability needed for undertaking and reporting assurance of fraud control capability and execution in Grant Recipient bodies.
Business Analysis	Section 7	As needed
Commercial	Section 3.3.7, 3.4.5, 4.3	Provision of strategic and operational commercial and procurement support with experience in the housing, infrastructure, Retrofit and energy and sustainability sector. Knowledge of procurement, contract management and supplier relationship management. Understanding of the 'Sourcing Playbook', 'Construction Playbook' and the Public Contracts Regulations 2015.
Finance	Section 8	Strong experience in project financial management, especially forecasting and accounting for spend. Access to accounting professionals will be needed for some aspects.
Legal	Sections 3.3.7, 3.4.5, 4.3	The Supplier should ensure access to legal professionals should they be needed. For the avoidance of doubt legal services are outside the scope of the tendered Services but may be added where agreed by Variation.

The Supplier must ensure that all and any specialist staff hold appropriate industry standard qualifications in their respective specialist areas.

The Supplier shall ensure that all staff involved in the delivery of the Order Contract have 'Baseline Personnel Security Standard' (BPSS) pre-employment screening as a minimum.

The Supplier shall keep a record of its BPSS checks to ensure that these have been carried out to the required standards. Costs associated with pre-employment screening shall be borne by the Supplier.

1.7. Statutory and Regulatory Compliance

The Supplier is required to maintain full compliance with all statutory and regulatory requirements that relate to the administration of Grants. The Supplier is not expected to be compliant with any PAS requirements themselves but will need to have knowledge of compliance.

In addition to the above, Suppliers will also be required to comply with relevant Procurement Policy Notices and any other relevant central government statutory regulation guidance to the extent applicable to the Services and provided that any new requirements or changes to existing requirements that come into effect after the Order Start Date shall be subject to the Variation process (provided that the Supplier will not be entitled to cost relief to the extent that such new requirements or changes are directly related to changing standards recommended by the Grenfell

Tower Inquiry that are reasonably foreseeable at the Order Start Date, unless the changes require substantial changes in the working practices). These will include but not be limited to:

- PPN 05/19 - Tackling Modern Slavery in Government Supply Chains
- PPN 06/20 - Taking Account of Social Value in the award of central government contracts (which shall be satisfied by delivery of the social value commitments in the Order Tender)
- PPN/06/21 - Taking Account of Carbon Reduction Plans
- PPN 08/21 - Taking account of a bidder's approach to payment in the procurement of major contracts.
- PPN 13/15 Increasing the Transparency of Contract Information to the Public. Compliance with Government Digital Standards
- Procurement policy notes - GOV.UK (www.gov.uk)
- Technology Codes of Practice The Technology Code of Practice - GOV.UK (www.gov.uk)
- Supplier Code of Contact (Management of Third Party/Sub Contractors) Supplier Code of Conduct - v2 (publishing.service.gov.uk)

1.8. Interfaces and Dependencies

The Schemes have key stakeholders engaged during their lifecycle. The dependencies and the interfaces with these stakeholders are set out in the table below. This list is not exhaustive. The Supplier is expected to take into account and manage the key dependencies and interfaces including any additional dependencies and interfaces not listed here.

Application process Management

Specific Area	Activities	Description	Interface/Dependency
SHDF Bid Assessment & Award	Assessors	Either DESNZ officials or the Buyer's staff will provide one third of the Assessors. Two thirds of the Assessors will be provided by the Supplier.	Buyer/DESNZ
	Moderation decisions	The Supplier prepares a recommendation to the Buyer on which Grant Applicants should be awarded Grants. The Buyer will present these to DESNZ. DESNZ have final authority on the award of Grants.	Buyer
	Successful Project Announcements	DESNZ officials will publish Grant Recipient Awards. The Supplier will be responsible for engaging with Grant Recipients as set out in the requirements of this Schedule.	Buyer
HUG 2 Delivery Assurance Check	Assessment process	The Supplier is required to prepare a recommendation for the outcome of all Delivery Assurance Checks. Grant Recipient Award recommendations are to be prepared, recorded, presented to, and agreed to by the Buyer.	Buyer
HUG 2 Batch assessments	Assessment of Batch Applications	The Buyer will provide a digital solution to enable Grant Applicants to submit Batch Applications for assessment.	Buyer
	Release of Batch funds	The Supplier will make recommendations to release funds based on Batch Approvals and provide financial forecast to the Buyer.	Buyer

Project Assurance & Support

Specific Area	Activities	Description	Interface/Dependency
Project BAU Advisory Project Remediation Change Control	Annual Grant Fund Review	The Buyer will undertake Annual Grant Fund Reviews (in relation to individual Projects) at the beginning of each financial year. As a result of these Annual Grant Fund Reviews some Projects will stop, some will be redefined, or others will continue. An analysis of underspend is also expected as part of these reviews. The Supplier will prepare an Annual Report to support the Annual Grant Fund Review.	Buyer
	Remediation Plan Decision Making	The Buyer will review all Remediation Plans and sign off at the appropriate level. The involvement of DESNZ will depend on severity or level of the Remediation Plan. Assessments will include but are not limited to effectiveness, deliverability, and cost/benefit analysis.	Buyer
	Change Control Decision	The decision of whether to accept Change Control Requests will be overseen by the Buyer who will rely on the Supplier to document and evaluate any Change Control Requests made by a Grant Applicant. The Supplier will review all proposed Change Control Requests and approve those within their delegated competency or make a recommendation to the Buyer where they exceed their competency.	Buyer

Data Gathering, MI and Reporting

Specific Area	Activities	Description	Interface/Dependency
Data Systems	Data Collection Forms	To meet the needs of the first wave of Grants for both Schemes the DESNZ project teams are developing a set of online forms for stakeholders to submit data to the Project (e.g., Grant Applications or monthly reports). These forms will be used throughout the Project to aggregate data for Project reporting to the Buyer. The Supplier will have access to the data inputted to the Data Collection Forms. Where appropriate, data submitted through these Data Collection forms will be made available to the Supplier within the CRM relating to the Project (see below).	Buyer
	Internal CRM	The Buyer will provide the Supplier with a CRM system that has been optimised for recording Project Data, this will include but not be limited to, Project emails, legal agreements and help desk queries. The Supplier will be responsible for entering, maintaining, and updating data in the CRM to effectively document Project progress. The Buyer may build any other interfaces between the CRM and web forms as necessary.	Buyer
Data Skills	Data Collection Forms	Training will be provided to the Supplier on the use of the Data Collection Forms so that the Supplier can support Grant Applicants and Grant Recipients in submitting data in the correct form.	Buyer
Data Skills	Internal CRM	Training will be provided to the Supplier on how to use the CRM system to log Project activities and to export data from the system as required.	Buyer
Reporting	Power BI	To assist reporting and to allow for external data sources to be combined with the Project Data, e.g., socioeconomic data or geographic data, the Buyer will use PowerBI to conduct any additional analysis.	Buyer
	Data Collection Forms / Internal CRM / Power BI	All of the data submission tools will be reviewed regularly by the Buyer to ensure that the Supplier has the information they need in the form they need to generate data needed for the monthly reports.	Buyer
	Monthly Report Validation,	The Buyer will undertake Quality Assurance reviews of the Supplier's reports. This will include independent validation of the	Buyer

	Review & Sign Off	Supplier's reporting and analysis, identifying gaps in their reports and evidencing that the monthly report meets the required standard	
	DESNZ Senior Board Presentations	The Buyer will attend the DESNZ senior boards and report on programme milestones and/ key points of progress that have been achieved each month. The Supplier will support the Buyer by providing the necessary information to allow the Buyer to report programme progress.	Buyer
	Ministerial Reporting	DESNZ will present milestones/key points that have been met each and any key Scheme decisions each month to Ministers. The Supplier will support the Buyer by providing the necessary information to allow the Buyer to report to DESNZ.	Buyer
Invoicing & Payments	Payment Claim Transfer	The Supplier is required to follow up with Grant Recipients to confirm the payments have been received. The Supplier must receive written confirmation and escalate to the Buyer if payment has not been received. The transfer of Grants to the Grant Recipient's bank account upon completion of the relevant financial process will be managed by DESNZ.	Buyer
	Scheme Level/Project Level financial forecast review	The Supplier is required to analyse and assess the monthly financial forecast provided by Grant Recipients and make a recommendation to the Buyer on whether the financial forecast aligns with delivery expectations for the next payment period	Buyer

TAF, M&E and 3rd party relationships

Specific Area	Activity	Description	Interface/ Dependency
TAF, M&E and 3rd party relationships		For HUG 2 - TAF supports local authority Grant Application development for the Outline Applications and the Delivery Assurance Checks. The role of TAF is to support good quality Grant Applications and the development of a pipeline relating to potential Projects. The Supplier will point Projects to external resources where applicable.	Buyer

1.9. Design and Development

Under Section 1.3.3 of DPS Schedule 1 (Specification), there is an option for buyers to request suppliers to provide support for providing any of the following services:

- Designing and/ or developing policy and guidance documents;
- Designing and/ or developing data monitoring regimes, methodologies and supporting documentation; and
- Feeding into the development of systems and software that will support the end-to-end process of administering a Grant.

Although currently the support required against the above is unknown; the Supplier is required to facilitate its provision at the request of the Buyer.

1.10. Market Engagement and Promotion

Under Section 1.3.3 of DPS Schedule 1 (Specification), there is an option for buyers to request suppliers to facilitate or support market engagement through any of the following:

- Communications and marketing
- Materials and/ or product design, and
- Development of templates

Although currently there is no requirement for this, the Supplier is required to facilitate its provision at the request of the Buyer.

2. Application Process Management

The following Section outlines the requirements of the Supplier in administering the Grant Application and the assessment stages of the Schemes (Section 1.3.5 of DPS Schedule 1 (Specification)).

The key objectives of this stage are to ensure that only Projects that meet the Scheme's minimum quality thresholds and are deemed deliverable are awarded a Grant, and that the process for assessing and awarding Grants is completed in a fair, transparent, and timely manner.

As the Schemes are different in nature, the Supplier will need to be able to process the two different Scheme requirements and policies to SHDF and HUG 2 as outlined below.

2.1. Help Inbox Function (Joint for Schemes)

With reference to Section 1.3.5 (a) of DPS Schedule 1 (Specification), the Supplier is required to create and administer an email-based customer support function where Grant Applicants can ask questions relating to both the specifics of each of the Schemes, during the finite period of time, regarding the Grant Application, assessment, and process for awarding Grants. The Help Inbox Function will:

- Operate on all Working Days each week between 9am and 6pm;
- Answer by email Grant Applicant's questions relating to the delivery and policy design of the Schemes, future legal agreements, general administration and timelines and anything else that may be relevant to their Grant Application and
- Answer by email, questions about how to use the Application Portals and application forms relating to Grant Applications.

The Supplier will be responsible for providing answers to the Grant Applicants and will create a core set of FAQs for the Help Inbox Function team to use. Where a question falls outside of these FAQs, the Supplier will be responsible for requesting an answer from the Buyer and coordinating the response, as well as updating the core FAQs.

The Buyer will be responsible for training the Supplier in how to use the Application Portals and complete the application forms relating to Grant Applications. Where a question is asked by a Grant Applicant on Application Portals that the Supplier is not informed on, the Supplier should coordinate the response with the Buyer. The Supplier should note that in some instances, Grant Applicants will direct their questions to the TAF due to their role in helping Grant Applicants develop their Grant Applications.

The Help Inbox Function must be live for a finite period around the Grant Application and assessment periods for each of the Schemes:

- For SHDF, the Help Inbox Function must be live from 1 month before the commencement of the Competition Window until 2 weeks after all legal agreements have been signed with

successful Grant Applicants. This period is expected to be 5-6 months for each Competition but may vary.

- For HUG 2, the Help Inbox Function must be live from the date as defined in the Implementation Plan until the Delivery Assurance Check process is concluded.

All questions issued through the Help Inbox Function must be answered within an agreed time to ensure a good service is provided to all Grant Applicants.

Questions from Grant Applicants that have been defined in the FAQs should be logged and responded to by the Help Inbox Function team within 1 Working Day of receipt.

Questions that must be answered by DESNZ should be communicated to the Buyer within 1 Working Day of receipt.

2.2. SHDF Application Process

The SHDF Application Process is the process by which Grant Applicants apply through a Competition to receive a Grant from SHDF. DESNZ assesses the Applications to determine which Grant Applicants will be awarded a Grant. The signature of legal agreements between the successful Grant Applicants and DESNZ is included in this process to be undertaken by the Supplier. Please see Annex A of this Schedule for more detail on the SHDF Application Process.

At present the future dates of Competitions are under review. If the Supplier is expected to deliver on the requirements as set out in Section 2 of this Schedule, the Supplier will be informed by the Buyer of any planned upcoming Competition at least 6 weeks in advance of the Competition Announcement. If this Deliverable is commissioned by the Buyer, the Supplier shall charge as per the agreed pricing in Order Schedule 5 (Pricing Details). There is no minimum revenue guaranteed payment related to this Deliverable. For clarity, DESNZ will run the first Competition process which is currently underway.

2.2.1. Application Tracking and Data

The Supplier will be provided with access to data supplied by Grant Applicants (as outlined in Section 7 of this Schedule). The Supplier will be responsible for monitoring and maintaining the data in order to provide and present a twice weekly report to the Buyer that includes but is not limited to the following measures:

- Total number of Grant Applications and total value of Grant Applications;
- Geographical spread of Grant Applications;
- Live status of expected Grant Applications; and
- Percentage of Consortia vs single supplier Grant Applications.

The Supplier is required to collect, log, and report all EOIs and Grant Applications. The following should be noted:

- The Competition Window will be determined approximately 4-8 weeks before it is due to commence.

- The period for submission of EOIs, in advance of the Competition Window commencing, is to be determined approximately 4-8 weeks before it is due to commence.
- The reporting format will be in an agreed format (e.g. .csv.docx).

2.2.2. Application Assessment Process and Execution

The Supplier will be responsible for running the end-to-end process for assessing Grant Applications as set out below and as set out in Section 1.3.5 of DPS Schedule 1 (Specification). The running of this process will include but is not limited to the following activities:

- Creating, monitoring, and updating a Project Plan for the process of assessing Grant Applications. The Project Plan for assessing Grant Applications must be completed within 10 Working Days of the Competition Window in respect of SHDF commencing.
- All secretariat, including file management of Applications and relevant documents, scheduling, chairing (where appropriate), and minute taking for all meetings including moderation panels and the process for awarding Grants, diary management, and resource and matrix management of Assessors. The necessary resource for facilitating assessments of Grant Applications must be identified and secured within 10 Working Days of the commencement of the Competition Window.
- Aggregating, moderating, justifying, and summarising the scores given to each Grant Application for each question as well the outcomes of any eligibility checks, and based on pre-determined thresholds giving a recommendation to the Buyer on which Grant Applicants should be awarded a Grant. Recommendations for the award of Grants are to be presented to the Buyer within 3 Working Days of the assessment of the Grant Application and the moderation process completing. The Buyer will present recommendations to DESNZ who will consider the final moderated score to be given to each Grant Application and make the final decision on which Projects are awarded a Grant.

2.2.3. Eligibility Screening

The Supplier will be responsible for completing a Compliance Check on all Grant Applications specifically focusing on Fund related policy, any Scheme delivery constraints and subsidy controls. The Compliance Check will involve reviewing the Grant Applications provided against a pre-determined set of constraints provided by the Buyer. The following should be noted:

- All Compliance Checks must be completed within 7 Working Days after the Application Window has closed. Where non-compliances are identified, these must be logged at the point the Compliance Check is completed and Grant Applications that are non-compliant should be clearly flagged in all documentation that is prepared for final decision by DESNZ. All Grant Applications which are non-compliant will still go through the full assessment and moderation process.
- Where Compliance Checks identify that there are unanswered questions within the Grant Application, the Supplier is required to contact the Grant Applicant and ask them to respond with full answers to these questions within 48 hours.

2.2.4. Assessors

The Supplier will be responsible for providing Suitably Qualified and Experienced Personnel to undertake the assessment of Grant Applications. The Supplier will need to actively manage any conflict of interest across the Assessors they have provided. Assessors will independently review the whole or part of a Grant Application and use their judgement alongside the scoring matrix and guidance to give a score to each question. Once the Supplier has collated these scores, Assessors will attend moderation meetings with the Buyer where answers that were given different scores by different Assessors will be discussed, and a final score reached. The following should be noted:

- Supplier personnel will make up two thirds of the Grant Application assessment team (alongside representatives from either the Buyer or DESNZ).
- Assessors must be recruited and onboarded at least 3 weeks prior to the Competition Window closing.
- Assessors must be available to be trained by the Buyer at least 2 weeks prior to the Competition Window closure
- The period within which Grant Applications are to be assessed is likely to be 3 weeks in duration, but this may vary in length. Where the Supplier is to deviate from this, Applicants will be notified accordingly.

2.2.5. Financial Due Diligence Checks

The Supplier is required to undertake all necessary Due Diligence checks to ensure it is appropriate for DESNZ to provide a Grant to a Grant Recipient. The following should be noted:

- Due diligence checks must be complete by the date the moderation meetings for Grant Applications.
- Due Diligence should, as a minimum and when applicable, include credit score assessments passing a minimum threshold (to be agreed with the Buyer) e.g. a Dun and Bradstreet Report.

2.2.6. Project Notifications

The Supplier will notify Grant Applicants (both successful and unsuccessful) and Grant Recipients of all relevant information in a timely and accurate manner. For instance, the Supplier will notify Grant Applicants of the outcome of their Grant Application. In addition, the Supplier will notify external project stakeholders where required by the Buyer. This may include, but not be limited to, notifying key businesses in the supply chain, trade bodies and other relevant professional organisations.

The Supplier is required to assist the Buyer in preparing information for any public statement, including transparency notices (e.g., Government Grants Information Service), press releases, DESNZ's own publishing procedures and any other Project Notifications.

2.2.7. Facilitate signing of GFA with Grant Recipients

The Supplier will support the process whereby a GFA is entered into between the Grant Recipient and DESNZ and will assist the timely signature of such GFA. The following should be noted:

- The draft GFA, will be shared ahead of the Competition Window commencing and in its final form weeks ahead of the Supplier notifying Grant Recipients whether their Grant Applications were successful.
- The Supplier will be responsible for sharing the GFA, alongside instructions, with each successful Grant Applicant and providing assurance to the Buyer that the Grant Recipient has received the GFA. This must be obtained within 3 Working Days of the GFA being issued.
- The GFA must be signed and returned by the Grant Recipient to the Supplier within 15 Working Days of the Supplier notifying Grant Recipients whether their Grant Applications were successful. The Supplier is required to check whether the GFA has been filled in and signed correctly and liaise with the Grant Recipient where this is not the case. Confirmation of the Grant Recipients signing the GFA must be logged appropriately.
- Once Grant Recipients have signed each GFA, the Supplier is required to share the signed GFA with the Buyer within 1 Working Day of receipt, for counter signature by DESNZ.
- The Supplier is required to create a tracker to track the signature of any GFA by successful Grant Applicants. The Supplier should record the signature in the CRM.
- In the event of clarification queries of the legal agreement terms and conditions; the Supplier must log, acknowledge, and escalate through the CRM within 1 Working Day of receipt. This forms part of the Help Inbox Function outlined in Section 2 of this Schedule.
- In the event of clarification queries of the terms of the GFA, the Supplier must provide a response to the Grant Recipient within 1 Working Day of receipt where the clarification can be answered by the Supplier, or within 1 Working Day of receipt of a response from Buyer, where their input is required. This forms part of the Help Inbox Function outlined in Section 2.1 of this Schedule. The Supplier is not required to provide legal advice as part of this process.

2.3. HUG 2 Application process

The process for applying for Grants in respect of HUG 2 has been designed to accommodate the Challenge Fund Model and will involve two Grant Application stages with a Delivery Assurance Check between them. This will involve a Grant Application at Outline Application and at Batch Application stage. The Grant Applicant must pass each stage prior to gaining approval to utilise Grants and the release of further Grants to deliver Projects, which includes Upfront Payments provided at the start of each financial year. This can include a Deposit Payment to ensure that delays in providing a Grant following Batch Approval do not lead to delays in delivery of a Project.

These stages in the Grant Application process are:

- Outline Application Stage
- Delivery Assurance Check

- Batch Application Stage

More detail on the process for applying for Grants in respect of HUG 2 is set out in Annex B of this Schedule.

2.3.1. HUG 2 Outline Application Process

The Outline Application process commenced in October 2022 and is being managed by DESNZ. The Outline Application stage will be completed on 27 January 2023. DESNZ may decide to run an additional Outline Application window after this date if HUG 2 still has available funding yet to be allocated. Following the closure of the planned Outline Application stage, DESNZ will transfer Grants to successful Grant Recipients who requested Grants for financial years 22/23 and 23/24. DESNZ will hold initial engagement sessions once Grant Recipients have been successful at Outline Application and carry out monitoring of the mobilisation payment until the point at which the Supplier has been appointed and has received a Milestone Certificate in respect of that Deliverable.

2.3.2. Application Handover from DESNZ (facilitated by the Buyer)

The Buyer will facilitate the handover of the HUG 2 Projects from DESNZ to the Supplier. The handover will form part of the implementation and mobilisation phases noting that:

- There will be a handover from DESNZ (facilitated by the Buyer) for Projects that have had Outline Applications approved or that have passed their Delivery Assurance Check prior to the Supplier being in place.
- DESNZ will be carrying out initial segmentation of Grant Recipients for a strategic view of performance management, Scheme management and resource allocation. The initial Grant Recipient segmentation will take place when a MoU is signed and quarterly thereafter, until the Supplier has been appointed and has received a Milestone Certificate in respect of that Deliverable. The outcomes of the segmentation exercises will be handed over to the Supplier to support understanding of performance to date.

The Buyer will facilitate the handover in accordance with the Implementation Plan set out in Order Schedule 13 (Implementation Plan).

2.3.3. HUG 2 Delivery Assurance Check

The Supplier will be required to manage the Delivery Assurance Check process. The Delivery Assurance Check can take place from 1st April 2023 once the Grant Recipient indicates they are ready to proceed. DESNZ will manage the Delivery Assurance Check for Grant Recipients who are ready for this step prior to the handover to the Supplier (as set out in Section 2.3.2 of this Schedule).

Delivery Assurance Checks will form part of the ongoing monitoring of the Scheme. DESNZ will carry out this activity until the Supplier has been appointed and has received a Milestone Certificate in respect of that Deliverable. Once the Supplier is appointed, the Supplier must monitor progress towards the Delivery Assurance Check at the regular engagement sessions that cover performance monitoring and management, with any issues escalated to the Buyer. See Section 2.3.2 of this Schedule for handover of Delivery Assurance Checks that have already been carried out by DESNZ

prior to the Supplier being appointed and receiving a Milestone Certificate in respect of that Deliverable.

The Delivery Assurance Check will assess whether adequate progress has been made on Projects since the Outline Application stage and determine whether Projects are ready to begin delivery and draw down further Grants via the Batch Process. Specifically, the Delivery Assurance Check will assess if a Project has been resourced appropriately, if the Grant Recipient has acquired any contractors have been procured and are in place to begin Upgrades immediately, any revised or outstanding Project Plans, and any revised Project delivery forecasts where applicable and a suitable Fraud Management Plan is in place. Further details of the process will be provided at implementation.

The Assessors will be required to formally engage with Grant Recipients within one week of being notified by a Grant Recipient that the Grant Recipient is ready for the check, to ensure the Grant Recipients can move into delivery as quickly as possible if successful. This should be a rapid process to not unnecessarily hold up the transition of Grant Recipients into delivery.

The Assessors shall require that where there are revised or outstanding Project Plans, these are to be submitted ahead of the meeting or brought to the Delivery Assurance Check meeting to be examined. Using the Delivery Assurance Check assessment template (to be provided by the Buyer) and a meeting conversation format, the Assessors will seek written evidence from the Grant Recipients to confirm MoU's are in place, that the MoU's are sufficiently large to fully deliver the Grants, and that sufficient resource has been hired by the Grant Recipient. The Assessors should minute the conversation and email to the Grant Recipients a written summary of the affirmations agreed. The Assessors will be required to carry out Quality Assurance checks on these affirmations on a reasonable percentage of Projects (10-20%), and Grant Recipients should be informed at the start of the Delivery Assurance Check meeting that they may be required to comply with Quality Assurance checks and provide physical evidence of MoU's/ resource within 4 weeks of passing the check, if requested by the Supplier.

The Supplier is required to collate and manage evidence provided for the Quality Assurance checks. Any gathered evidence (e.g., Project Plans) must be made accessible to the Buyer and DESNZ. The Supplier will also be expected to provide Grant Recipients with a submission email inbox where they can send these documents.

2.3.4. Delivery Assurance Checks Moderation Decisions

The Supplier is required to prepare a recommendation for the outcome of all Delivery Assurance Checks. The following should be noted:

- Recommendations for awarding Grants are to be prepared and recorded by the Supplier;
- The Supplier will present recommendations for awarding Grants to the Buyer for approval; and
- The outcome is to be communicated by the Supplier to the Grant Recipient within 5 Working Days of the Delivery Assurance Check being completed.

2.3.5. HUG Batch Application Process Automation

A digital solution provided by the Buyer to enable submission of Batch Applications will be available to the Supplier; this is to allow for outputs the next Working Day in accordance with the quick turnaround time stated in the MoU with Grant Recipients. As a minimum, the solution will check all valid Batch Applications submitted against the minimum scoring criteria thresholds or yes/no fields; providing a pass or fail outcome on whether a Batch Application is valid. The following should be noted:

- The solution will be available to the Supplier as per the Implementation Plan
- Where Batch Applications are received prior to the Supplier being appointed and prior to the Supplier receiving a Milestone Certificate in respect of that Deliverable, this will be included in the handover (set out in Section 2.3.2 of this Schedule).
- The solution does not inform the Grant Recipient of whether the Batch Application has been successful, the Supplier will be required to evaluate the details of a Batch Application (see below).

2.3.6. Batch Application Assurance

After the automated solution approves or rejects Batches (if the Batch is within defined tolerances), the Supplier will confirm that Batch Application outputs align with policy requirements (please see Annex C of this Schedule) and follow up on any issues raised by the solution with the Grant Recipient, determining what the issue is and how it can be resolved. Following this, the Supplier will notify the Buyer of the outcome. Both the initial pass/fail outcome and the Quality Assurance must be completed within 1 Working Day to allow for outputs the next Working Day. The process of how the outcome is submitted to the Buyer is to be outlined at implementation.

2.3.7. Escalation of Batch Applications

The Supplier is required to manage the escalation of Batch Applications that do not adhere to the agreed quantitative thresholds set out in the Scheme Related Policy (and within the application form relating to Batch Applications provided by DESNZ) to the Buyer. The following should be noted:

- All Batch Applications that do not meet the agreed quantitative thresholds must be escalated to the Buyer within 5 Working Days throughout the lifetime of the Scheme.
- Where possible, Assessors should work constructively with Grant Recipients to resolve any issues with a Batch at speed, ahead of escalation. The tolerances for resolvable and unresolvable issues will be defined by DESNZ and the Buyer and provided at implementation.
 - Resolvable issues will be those where a passable Batch can be resubmitted in a short time frame. Examples of resolvable issues include, but are not limited to, where there has been a limited breach of a Project level tolerance, individual cost of measures have been exceeded (against benchmarks and cumulative averages), individual measure selections exceeding grade tolerances, tenure and archetype caps have been exceeded (and the Grant Recipient is willing to remove them from the Batch) or minor errors in the administration/submission of the Batch.

- Unresolvable issues will be those where a passable Batch cannot be resubmitted in a short time frame. Examples include, but are not limited to, where there has been a major breach to a tolerance resulting in the overall Batch being unable to be submitted - several measure costs (against benchmarks and cumulative averages), cost caps (at property or tenure level), or tenure and archetype caps have been exceeded, major errors in the administration/submission of the Batch.
- The Supplier is required to escalate unresolvable issues and undecided cases to the Buyer for a final decision. The Buyer is responsible for providing a final decision on issues escalated and must inform the Supplier of the decision. For further details see Annex D of this Schedule.

2.3.8. Batch Assessment

The Supplier is responsible for managing and supporting the assessment and evaluation of Batches for effective decision making and is therefore required to provide a sufficient number of Assessors to carry out all the assessments of Batches. The Supplier should ensure each Batch Application is assessed by SQEP/ individuals who have good working knowledge of the Scheme (emphasis on HUG 2 policy knowledge, as they will be assessing against strategic fit and value for money defined policy or sector knowledge).

Knowledge should cover but is not limited to:

- Retrofit/energy efficiency/net zero buildings policy & processes,
- Awareness of PAS 2035, PAS 2030:2019, Trustmark and MCS
- Funding assessment and management including fraud management and prevention

It should be noted that:

- Supplier personnel will make up all of the Batch Application assessment team.
- The Supplier must agree the number of Assessors with the Buyer prior to commencing the Delivery Assurance Check (see Section 2.3.3 of this Schedule).
- Supplier personnel will be appropriately trained by DESNZ and the Buyer prior to Batch Process commencing.
- The assessment period for each Batch Application submitted is 1 Working Day in duration.
- Grant Recipients should be notified within a further 1 Working Day whether they are being recommended for Batch Approval, rejection, or if there are any resolvable issues that must be addressed to allow Batch Approval.
- Batch assessments are expected to take place until the end of December 2024.

2.3.9. Batch Application Approvals

Batch Applications are a quantitative process to check that a Grant Recipient's housing stock mix, measure mix, measure costs, and upgrade costs per home are cumulatively within the allowed thresholds set by DESNZ. Where Batch Applications meet the minimum threshold outlined in the assessment criteria, the Supplier is to approve the Batch Application and inform the Buyer of the

Batch Approval so that the necessary Grants can be released by DESNZ. Where a decision to freeze submission of further Batches has been taken then this may not apply – please refer to Section 4 of this Schedule and Annex E of this Schedule for further detail.

The Supplier must review each Batch Approval to confirm its accuracy (see Section 2.3.6 of this Schedule). The Supplier will be required to inform the Applicant that payment has been authorised and require the Applicant to confirm receipt of such payment for assurance purposes. Following approval of a Grant Recipient's first Batch Application, the Supplier should carry out an initial Project engagement session, details of which are set out in Section 3.1.2 of this Schedule.

HUG 2 must comply with National Audit Office and HM Treasury in-year spend rules that stipulate Grants for Grant Recipients must be used within the financial year that it is transferred. Consequently, the Supplier is expected to help ensure that Grant Recipients use Upfront Payments within the financial year and mitigate the potential for clawback. The Supplier must support the Grant Recipients to comply with in-year spend rules. This may include, but is not limited to:

- Confirm that the Grant Recipients use the Deposit Payment within that financial year, including substituting any equivalent portion of Batch payments for this Deposit Payment, and
- Checking that the Grant Recipients uses any unused Mobilisation Payments that can be drawn on as a substitute for any equivalent portion of Batch payments.

Following the submission of a Batch Application where the delivery of that Batch crosses financial years, the Supplier must inform the Buyer that payments should be split into two (one to cover each financial year of Batch delivery) to ensure in-year spend requirements are met.

The Supplier is expected to assess the Grant Recipient's forecasted projections. If the potential actions noted above do not reduce Batch payments accordingly, the Supplier may recommend the Grant Recipient submit a Change Control Request to update the delivery forecast to notify of any underspend.

2.3.10. Batch Forecasting and Data

The Supplier is required to maintain data on the number and profile of Batch Applications submitted by Grant Recipients. The Supplier must collate each forecast included in each Batch Application to be able to track progress and outcomes.

The Supplier is required to forecast the Batch Application pipeline based on Project Plans submitted at Outline Application (or any re-baselining which has occurred between outline and first Batch Application) and meetings held with the Grant Recipients. The Supplier will capture all Scheme level information required to inform the Batch forecast. The required information includes but is not limited to:

- Anticipated number of Batch Applications,
- Numbers of Applications receiving 'pass' and 'fail',
- Any themes that are arising with Applications that receive a "failure" status, and
- Elapsed time to resolve Applications that receive a "failure" status.

The following should be noted:

- The Batch Application process is an on-going process with Grant Recipients having the option to submit as many Batches as is necessary to maintain delivery, with December 2024 being the last opportunity for Batch Applications to be submitted and approved.
- Applications receiving a “failure” status must have the reason logged along with details of any remedial action required (see Section 2.3.7 of this Schedule).
- Where issues are identified within the Batch Application process they must be logged and escalated to the Buyer (see Section 2.3.7 of this Schedule).
- All Scheme level information is to be presented in excel (.csv, docx) format.

3. Project Assurance and Support

The following requirements relate to the Services to be provided

- Post Delivery Assurance Check stage for HUG 2, and
- Throughout all delivery stages of SHDF.

The role of the Supplier is to support the Buyer with providing all required administrative services as well as carrying out any assessments, performance and financial monitoring requirements, and measuring and reporting on the outcomes (Section 1.3.5 of DPS Schedule 1 (Specification)) and impacts of the Grant or programme spend (Section 1.3.6 of DPS Schedule 1 (Specification)) against the objectives of the Scheme; this includes but is not limited to:

- Monitoring progress of Projects accurately;
- Confirm Projects are delivering the stated objectives and making necessary progress;
- Advising on Project delivery against relevant previous and current Scheme experience; and
- Intervening with Direct Advisory Support where a Project is underperforming against baseline data or otherwise simply not meeting expectations relating to that Project.

All requirements, unless explicitly stated, relate to both Schemes. The Supplier’s responsibilities are explained under the following sections (these relate back to Sections 1.3.5, 1.3.6 and 1.3.7 of DPS Schedule 1 (Specification)):

- Project Mobilisation
- Project Baseline and Initial Risk Assessment
- Day-to-day Engagement and Performance Management
- Project remediation and recovery
- Clawback of funding

3.1. Project Mobilisation

3.1.1. Supervisor Officer as Single Point of Contact

The Supplier is expected to have a Single Point of Contact for each Grant Recipient. The Single Point of Contact will carry out the day-to-day oversight, monitoring and management associated with

a Project and over time will build a strong, collaborative relationship with the Grant Recipient to help achieve Scheme outcomes. The Single Point of Contact will also be the point of contact for the Buyer where the Buyer has specific questions about a Project that cannot be answered via the monthly data provided.

The Supplier should ensure that there is knowledge sharing and support networks between Single Points of Contact, so that Scheme issues can be identified and escalated (for example, if a large number of Grant Recipients are raising Change Control Requests or needing Remediation Plans for the same reasons), and Single Points of Contact can continuously improve the service they are providing. The Supplier must also apply a management approach that ensures Grant Recipients are always able to contact the Supplier with any questions, clarifications, and escalations.

3.1.2. Initial Grant Recipient Engagement

The Supplier is required to inform and explain all Scheme delivery processes and requirements to all Grant Recipients at the start of delivery (shortly after GFAs are signed for SHDF, and once the Delivery Assurance Check has been passed for HUG). The Supplier should streamline this process as much as possible, by delivering this information in group meetings where possible rather than individual meetings.

The Supplier should share all key Grant Management Documents and explain the processes and requirements of delivery with Grant Recipients ahead of the Engagement Sessions to give them time for review. The Supplier may be required to further develop or update any Grant Management Documents where requested by the Buyer to do so (as provided for in Section 1.3.4 of DPS Schedule 1 (Specification)).

For the Order Initial Period and in line with the Implementation Plan, the Buyer will be on hand to support the Supplier in developing their processes and completing the Grant Management Documents as required. Any proposed changes to the Grant Management Documents that are developed (or even created) by the Supplier may be required to be signed off and approved by the Buyer before use.

Where Grant Recipients have questions and clarifications that are not answered during the Engagement Sessions or in the Grant Management Documents provided by the Supplier, the Supplier will identify a Single Point of Contact assigned to each Project that is required to answer these questions.

The Supplier is required to inform Grant Recipients about the processes and procedures for both Schemes. The Supplier must evidence that Grant Recipients are aware of their reporting and other duties relating to a Project. These are likely to include, but are not limited to:

- Scheme evaluation requirements and processes
- Project monitoring and reporting: data collection and management information requirements
- Payment processes and mechanisms and financial reporting requirements
- Audit and assurance processes
- Governance, escalation, and Change Control Processes
- Performance management, including remediation and recovery plan processes

- Legal agreements terms and conditions: giving a brief overview of the GFA or MoU and Data Sharing Agreements and evidence that Grant Recipients understand what is required of them. It should be noted that this is not legal advice.
- Fraud management processes: outline the responsibilities of the Grant Recipient and the Supplier in managing and reporting on fraud
- Plus, any other activity permitted under Sections 1.3.5 to 1.3.7 of DPS Schedule 1 (Specification) if requested by the Buyer.

The Supplier is required to hold an Engagement Session with each Grant Recipient to discuss that Grant Recipient's Project in detail. The Supplier is required to check that the Grant Recipient has shared the most up to date Project Plans and information ahead of the Engagement Session for the Supplier to review.

The objectives of the Engagement Session are as follows:

- Critically review the Grant Application and Project Plans and, if appropriate, provide recommendations. The Supplier is required to assess all relevant Project information and identify key areas of the submitted Grant Application to be discussed at the Engagement Session prior to the Engagement Session taking place.
- Discuss key Project risks and issues and identify any gaps in planning for these
- Where necessary, discuss changes to the Project Baseline (time, cost, quality) and discuss how these changes should be managed e.g., whether a Change Control Request is needed.
- Identify updates to the composition and organisation of a team delivering a Project.

The Engagement Session will need to occur soon after the Delivery Assurance Check and before delivery of Batches has commenced:

- For HUG 2, the Engagement Session must be set up and held within 5 Working Days of Grant Recipients receiving notification of successful completion of the Delivery Assurance Check.
- For SHDF, Engagement Sessions must be set up and held within 4 weeks of both parties signing the GFA.

3.2. Project Baseline and Initial Risk Assessment

Following the Engagement Session, the Supplier is required to work with the Grant Recipient to finalise the Project Baseline, against which all performance and financial monitoring will be assessed.

For HUG 2, the Supplier is required to confirm whether the baseline correlates to the delivery forecast for a Project that was set out by the Grant Recipient in their approved Outline Application or what was agreed at the Engagement Session (pending any Change Control Requests that were necessary) to assess whether they can deliver against the forecast.

For SHDF, the first data upload from each Grant Recipient will establish the baseline against which the Grant Recipient will be monitored. The Supplier is required to check this data to confirm that the information relating to a Project exactly matches the details relating to that Project which was contained in the Grant Application or what was agreed at the Engagement Session (pending any Change Control Requests that were necessary).

The Supplier is also required to produce an initial risk assessment (including fraud risks) and risk register for each Project shortly after the first data upload considering any insights and points raised at the Engagement Session. This risk assessment is an independent view from the Supplier on any risk factors associated with a Project and an identification of the top risks and issues that may impact the delivery of a Project. The initial risk assessment (and register) will act as a benchmark for the Supplier to produce monthly Delivery Confidence Assessments for each Project.

3.3. Day-to-Day Engagement and Performance Management

3.3.1. Project Engagement

The Supplier is required to build a collaborative and open relationship with each Grant Recipient. The Supplier will carry out the following tasks:

- **Regular Grant Recipient Check Ins:**
 - To arrange regular Check-ins with the Grant Recipients to understand their delivery more fully and to discuss any issues arising from the Monthly Report. The Supplier must issue the agenda to the Grant Recipient ahead of these Check-ins to allow the Grant Recipient to be appropriately prepared and will circulate relevant actions to the Grant Recipient from these meetings to allow the Grant Recipient to action them as soon as is practicably possible.
 - The Supplier is expected to try and ensure Grant Recipients attend the Check-ins through providing the agenda, sending reminder communication to the Grant Recipient, and any other means the Supplier deems appropriate.
 - It is imperative the Supplier assesses the monthly data which the Grant Recipient has submitted prior to the Check-ins to ensure the aims of the meeting are achieved. It is expected that the Supplier will take the necessary actions to ascertain further details from the Grant Recipients over their delivery by, but not limited to, insightful data analysis, assessment and review of prior delivery and prepared questions.
 - If necessary, to arrange additional Check-ins with a Grant Recipient, if the Grant Recipient makes such a request; these requests to be considered on a case-by-case basis.
- **Other Project engagement:**

In order to meet their obligations, the Supplier is required to organise and attend the following check-ins where appropriate. The Supplier is expected to be proactive in identifying the necessary opportunities to support Grant Recipients, including, but not limited to:

- Meeting with the Grant Recipient to address technical issues or provide Direct Advisory Support.
- Meeting with the Grant Recipient in relation to a Change Control Request (detailed in Section 4 of this Schedule)
- Participating in a Grant Recipient governance or assurance board including Project boards

- Participating in a DESNZ or Buyer governance or assurance boards, to discuss Project progress, Project change or remediation or other relevant topics

3.3.2. Grant Recipient Monthly Data Manual Checking and Process

The Supplier is responsible for ensuring the Grant Recipients provide complete and accurate data related to the progress of each Project. This data needs to be recorded in such a way that it can be analysed, and reported on, in the aggregate. The Buyer will provide access to a CRM system relating to a Project to allow the data to be recorded. The Supplier is required to check the completeness and quality of data received by the Grant Recipients. Where data is not satisfactory, the Supplier must work with Grant Recipients to improve the accuracy and standard of data collected. The following should be noted:

- The Supplier is expected to proactively engage with Grant Recipients to promote timely and accurate publishing of monthly data.
- The monthly reporting process is to be carried out in accordance with Order Schedule 14 (Service Levels), which requires the Supplier to provide timely and accurate data for reporting.
- Unacceptable performance in the reporting of data may impact the Supplier's Service Credits, as set out in Order Schedule 14 (Service Levels).
- The Buyer will provide the Supplier with an escalation process to allow persistently poor reporting of data by a Grant Recipient to be addressed.

3.3.3. Risks and Issues Document review

The Supplier is required to actively review risks and issues for each Grant Recipient in order to develop a better understanding of any and all Project progress, performance, and key and common risks, and issues which impact the likely success of the Project delivering its objectives. The Supplier will use this information to develop and drive mitigations and contingency planning through Project Check-ins (see Section 3.3.1 of this Schedule). The following should be noted:

- This activity must be undertaken on a monthly basis, and if necessary additional reporting may be required to support the completion of a Delivery Confidence Assessment (see Section 3.3.4 of this Schedule).

3.3.4. Delivery Confidence Assessment/ Recommendations

The Delivery Confidence Assessment is a rating that illustrates the level of confidence the Supplier has in a Project. The Delivery Confidence Assessment for HUG 2 is provided in Annex F of this Schedule. The Delivery Confident Assessment for SHDF is under development and will be provided after the award of the Order Contract.

Separately, the Supplier must produce a text report that explains the rating and provides a recommendation to the Grant Recipient on how to improve (or remain in line with) delivery of a Project relative to the Project Baseline.

The aim of the Delivery Confidence Assessment is for the Supplier to understand all aspects of a Project's delivery. This includes but is not limited to:

- Preparing recommendations to improve or ensure delivery remains consistent with the Project Baseline,
- Advising and feeding in any lessons learned across the Schemes; and
- Reflecting on and communicating potential Remediation Plans if delivery does not improve.

The Supplier will produce a Delivery Confidence Assessment monthly for each Project (unless otherwise agreed with the Buyer); this will be based on the monthly data submitted by the Grant Recipient and meetings held with the Grant Recipient. See Section 3.3.1 of this Schedule for information about the regular engagement.

The Supplier may need to recommend a Remediation Plan to the Buyer for approval.

The Supplier is to use the agreed methodology for each Scheme. The Supplier is required to review the Delivery Confidence Assessment categories and weightings on a quarterly basis. Following experience of using the Delivery Confidence Assessment in delivery, if the Supplier considers updates to the methodology appropriate, there should be a consultation between the Supplier and the Buyer with the Supplier providing recommendations. Following the appropriate consultation, the Buyer (following discussion with DESNZ) reserves the right to agree to any changes to the methodology where they consider it beneficial to the successful delivery of the objectives of the Schemes.

3.3.5. Review the Delivery Confidence Assessment Outcomes

The Supplier is to note that the Buyer will review the outcome of Delivery Confidence Assessments that the Supplier provides each month, on a Dip Sampling basis to ensure the quality of the Delivery Confidence Assessments.

3.3.6. Annual Grant Fund Review

The Supplier will be required to prepare all necessary information as requested by the Buyer to enable an Annual Grant Fund Review to be undertaken. The Buyer will provide 30 days' notice of requirements based on documentation that will be collected by the Supplier through requirements set out in this Schedule.

3.3.7. Direct Advisory Support for Supervisor Officers

The Supplier is required to work closely with Grant Recipients to review documents, attend meetings and provide advice where appropriate. The Supplier will be expected to demonstrate their technical capability and capacity to provide Direct Advisory Support and advice.

The Supplier shall ensure Supervisor Officers have access to specialist advice to ensure they can effectively engage with Grant Recipients and manage the performance of their Projects, when necessary, including but not limited to Retrofit coordinators, buildings regulations, Retrofit and PAS 2035 experts, commercial advisors, business analysis, finance, and legal (this does not include providing legal advice to Grant Recipients, only aiding in understanding the meaning of the GFA or

MoU content). The Buyer expects on average 4 hours of specialist support per quarter per Project, this excludes any specialist support to be provided by the Suppliers as part of an agreed Remediation Plan as set out in Section 3.4 of this Schedule.

The Supplier will play a more active role in Projects where Remediation Plans have been triggered (see Section 3.4 of this Schedule) once approved by the Buyer.

3.3.8. Monitoring of SHDF Digitalisation Funding

SHDF has made available up to 2% of the capital funding for each Grant Recipient (or up to £600,000, whichever is smaller) for digitalisation of Retrofit. It is expected that up to 1/3 of Projects awarded Grants from SHDF will be awarded using this funding. Digitalisation funding covers four broad areas of interest:

1. The usage of smart technology, sensors and monitoring platforms to collect relevant real world data (from the properties subject to Retrofit) for the assessment of properties to enable Retrofit, or after Retrofit for monitoring and evaluation purposes.
2. The usage of building information modelling technology to design Retrofit solutions using real world data from the properties being retrofitted.
3. The usage of energy efficiency measurement and electricity demand management tools to optimise energy usage, including reducing peak demand.
4. Other innovative digital technologies may be considered where they are clearly distinct from typical Retrofit practice (where typical practice includes conventional stock modelling) and drive benefits in cost or time efficiency, scalability, or quality of information. Applicants using this definition should define why the technology is innovative, what the benefits are, and how they will adopt them.

The Supplier is expected to monitor progress against this funding throughout delivery, taking a proportionate approach. Supervisor Officers overseeing Projects that are awarded digitalisation funding will be trained by the Buyer in the background objectives of SHDF, and some core principles for overseeing the work.

The Supplier is expected to provide the appropriate business analysis capabilities with the appropriate expertise to support Supervisor Officers with these Projects (as set out in Section 3.3.7 of this Schedule), and review Change Control Requests relating to digitalisation funding (as set out in Section 4 of this Schedule).

3.4. Project Remediation

The Supplier is required to work with Grant Recipients to initiate, develop, sign off, execute, and monitor Remediation Plans in relation to a Project where a Grant Recipient is significantly underperforming against their Project Baseline, or major delivery risks and issues are identified which need to be actively managed.

3.4.1. Remediation Plan Initial Assessment

The Supplier should consider whether a Remediation Plan should be recommended for a Grant Recipient after completing the monthly Delivery Confidence Assessment. Each Scheme will set out

the thresholds after which the Supplier must consider whether a Remediation Plan should be triggered for a Project. The HUG 2 'trigger management strategy' for Remediation Plans is set out in Annex G of this Schedule. The SHDF 'trigger management strategy' will be developed before the Order Start Date and will be finalised in collaboration with the Supplier.

Where a Project exceeds the set thresholds or otherwise presents urgent and major challenges, the Supplier is required to make a recommendation to the Buyer for a Remediation Plan alongside a short justification and potential structure for such Remediation Plan.

3.4.2. Remediation Plan Development

Where the Buyer decides a Remediation Plan is necessary, the Supplier is required to inform the Grant Recipient that the requirement for a Remediation Plan has been triggered and set clear parameters and deadlines for the Grant Recipient to develop and present the Remediation Plan.

The Grant Recipient is responsible for producing the Remediation Plan. The Supplier is required to support the Grant Recipient in developing their Remediation Plan by actively engaging in relevant meetings and reviewing versions of the Remediation Plan, as well as making a recommendation as part of the Remediation Plan of how the expert support function within the Supplier can support the delivery of the Remediation Plan. The Supplier is required to agree a reasonable and targeted package of direct support with the Grant Recipient. Direct support may include targeted training, review and development of plans and documentation, Direct Advisory Support (Technical 'direct' support) on key issues as set out at Section 1.3.3(e) of DPS Schedule 1 (Specification) or any other form of targeted support.

3.4.3. Remediation Plan Sign Off and Agreement

Once the Remediation Plan is written and the Supplier has reviewed and amended as necessary, the Supplier is required to present (both by sharing the Remediation Plan and presenting in a meeting where necessary) the Remediation Plan to the Buyer (and DESNZ if above certain thresholds) for approval. The Buyer (and DESNZ) will review, suggest amends to and approve the Remediation Plan, and sign off on the costs incurred by the Supplier in delivering the Remediation Plan.

Alongside the final Remediation Plan, the Supplier is required to provide the Buyer with a statement of works and quotation for any technical and expert support the Supplier will provide to the Grant Recipient in the Remediation Plan. This submission should include a justification of why drawing on Supplier resource is necessary for a successful outcome.

3.4.4. Remediation Plan Activity Tracking

Once the Remediation Plan has been approved, the Supplier will work closely with the Grant Recipient to support them as they execute the Remediation Plan and will report to the Buyer on a two-weekly basis around progress of the Remediation Plan. This report will include an update on compliance with the Remediation Plan, progress on the tasks stated and 'RAG' rating of overall success against Remediation Plan.

Where a change is required to the Remediation Plan during delivery, the Supplier is required to develop the proposed changes with the Grant Recipient and then present these to the Buyer at the next two weekly progress report.

3.4.5. Remediation Plan advisory activity

The Supplier and/or any Subcontractor they engage shall work closely with Grant Recipients to design and deliver packages of direct support to achieve the Project objectives where the Project is under-performing and requires a Remediation Plan. Such requirements must be targeted to obtain the best possible outcomes from the Project. They must include but are not limited to:

- Providing targeted training and support to Grant Recipients.
- Review, development, or support relating to the Remediation Plan process.
- Delivery of packages of Direct Advisory Support to Grant Recipients supporting them to successfully deliver against agreed Milestones.

This support may be provided through Subcontractors.

Where a Remediation Plan has failed, the Supplier must notify the Buyer (who shall in turn escalate to DESNZ) via the Change Control Process as detailed in Section 4 of this Schedule and Annex E (Part 1) of this Schedule.

4. Change Control

This Section outlines the requirements for the Supplier's role in the Change Control Process for the Schemes. The activities relating to Change Control on the Schemes include:

- Executing the Change Control Process as outlined in Section 4.1 of this Schedule and Annex E (Part 1).
- Working with Grant Recipients to deliver a high-quality submission that has correctly defined the rationale and impacts of the change.
- Conducting analysis on each Change Control Request and making a decision based on the thresholds where appropriate, and otherwise escalating to the Buyer with a recommendation. Thresholds are to be agreed between DESNZ and the Buyer during implementation and are subject to review during delivery of the Order Contract.
- Engaging with and managing the Grant Recipients throughout the Change Control Process.

The Buyer will confirm with the Supplier the processes and thresholds for Change Control in each Scheme.

4.1. Change Control Process

The Supplier is required to execute the Change Control Process, as set out in Section 4 of this Schedule and Annex E (Part 1) of this Schedule. The Change Control Process will be used when a Grant Recipient wishes to alter their Project Plan with regards to time, quality or performance. It will also cover changes that are material to the signed MoU or GFA. Instances where the Grant Recipient must submit a Change Control Request include but not limited to:

- a. A reduction or increase to the total number of forecasted homes upgraded;
- b. A reduction or increase in the total capital funding required to upgrade the homes;

- c. Changes to an approved Batch Application (scope, delivery time, or cost);
- d. Changes to the delivery forecast across the delivery period (moving forecasted Batches between financial years);
- e. Changes to the composition of a Consortium;
- f. If the Grant Recipient wishes to increase the 'in principle' value of the Grant; or
- g. Changes to the household measures proposed by the Retrofit Coordinator.

4.2. Processing Change Control Requests

The Supplier is required to process the Change Control Request received from Grant Recipients. The Supplier will require that the Grant Recipient submits a Change Control Request using the form attached at Annex E (Part 2). The Supplier should maintain regular communication with the Grant Recipient throughout the Change Control Process, including having responsibility for notifying all Grant Recipients of the outcome of their Change Control Request.

The Supplier should aim to reduce the overall number of Change Control Requests by working with Grant Recipients to help them develop approaches to maintaining time, cost, and quality within current constraints.

4.3. Change Control Support

The Supplier is required to provide support to Grant Recipients in developing their Change Control Request. Support on developing the Change Control Request is anticipated to be undertaken by resource also engaged in day-to-day support (as outlined in Section 3.3 of this Schedule) to ensure specific knowledge relating to a Project is utilised. The support should also confirm that the Change Control Request is of a high standard to enable those reviewing and deciding on the outcome have all access to sufficient and relevant evidence.

Templates for Change Control Request will be provided by the Buyer after the award of a Grant.

4.3.1. Support Grant Recipient Project Closure

The Supplier must support the Grant Recipient in producing a report at either the premature closure of a Project or the successful closure of a Project upon delivery of the agreed outputs. The process of closing a Project, and the report to be provided, should include a lessons learnt exercise by the Grant Recipient, which the Supplier must also support.

4.4. Change Control Review and Decision

The Supplier is responsible for reviewing all submitted Change Control Requests and assessing them against a set of thresholds relating to a Change Control Request. The Supplier is expected to make this assessment within 1 Working Day of receipt of a Change Control Request.

Based on the outcome of the assessment, one of two actions will be undertaken:

- If the Change Control Request is within the threshold of the Supplier's delegated authority, the Supplier will be responsible for reviewing the Change Control Request and deciding on approvals. The Supplier is expected to review and reach a decision within 5 Working Days.
- If the Change Control Request is above the threshold of the Supplier's delegated authority, the Change Control Request will be escalated to the Buyer for review. The Supplier should provide, as part of the Change Control Request reporting template, a summary of the case (including how the case exceeds their authority), their independent view on the likely impact of the change and whether they believe the proposed change will address any underlying issues they have identified.

The Buyer will confirm with the Supplier the processes and thresholds for Change Control in each Scheme.

4.5. Change Control Reporting

The Supplier is required to maintain a log of decisions and activity relating to Change Controls in the CRM System. Where necessary, the Supplier should upload relevant evidence, documentation, or information to support the Change Control Processes to the CRM in the correct manner (e.g., to allocate files to the correct Project), all data submitted to the CRM relating to a Project should be accurately recorded so that it can be used for reporting in aggregate across both Schemes. The reporting of Change Controls will be subject to the provisions of Order Schedule 14 (Service Levels).

The reporting of Change Controls across the Schemes will include but will not be limited to:

- The number of Change Control Requests submitted;
- The number of Change Control Requests granted (with reasoning);
- The number of Change Control Requests rejected (with reasoning);
- The estimated financial impact of Change Control Requests (prior to implementation); and
- The actual financial impact of Change Control Requests (at implementation)

The reporting of Change Controls shall be able to be conducted across both Schemes, for each individual Project, and for individual Grant Recipients.

4.6. Change Control and reallocation of funds

If the outcome of a Change Control Request is a Grant Recipient's Grant being reduced, the claw back and reallocation of funds process will be initiated. Details of this process are outlined in Section 4.7 of this Schedule.

4.7. Clawback, Reduction and Reallocation of Funding

This Section outlines the requirements for the Supplier's role in the clawback, reduction, and reallocation of funding process for the Schemes. When the Deliverable requires a Change Control Request, the activities relating to the Change Control on the Schemes include:

- Executing the Change Control Process as outlined in Section 4.1 of this Schedule and Annex H of this Schedule;
- Engaging with and managing the Grant Recipients throughout the Change Control Process.
- Escalating when a Remediation Plan has failed.
- Identifying Grant Recipients that have the capacity to take on additional funding and scale up Projects.

The Supplier is responsible for actioning the process as detailed in Annex H of this Schedule.

4.7.1 Clawback and Reallocation of Funding Process

The Supplier is required to facilitate the clawback, reduction, and reallocation of funds process. Identifying the need for this process is expected to occur, but not limited to:

- Through Change Control Requests;
- Carrying out Delivery Confidence Assessments;
- Outcomes of a Remediation Plan;
- Identification of fraud;
- The financial reconciliation processes identify overpayment that cannot be addressed through the reforecasting of spend; or
- Voluntary return of a Grant by the Grant Recipient.

Once the requirement to clawback has been identified, the Supplier will require endorsement from the Buyer to proceed with the process.

4.7.2. Clawback and Reduction of Funds Notification

The Supplier is required to notify the Grant Recipient when their Grant is being reduced and whether any clawback is required. The Supplier shall notify the Grant Recipient at the earliest possible point by email. Following this notification, the Supplier will need to generate and issue a formal letter to the Grant Recipient. This is to include the following:

1) For reduction and clawback letters:

- **Value** - State the value being requested in the clawback
- **Justification** - State the reason for the clawback or funding allocation reduction

2) For clawback letters only:

- **Reference Number** - A reference number for Grant Recipients to use on their repayment
- **Payee Details** - Payment details for DESNZ
- **Date** - State the date by which the Grant Recipient must pay
- **Disclaimer** - State the implications of late or inaccurate repayments
- **Instructions** - any other instructions that are relevant to the Grant Recipient

4.7.3. Recording the Clawback Process

The Supplier is required to provide a method to record clawback cases. The process should capture the notification of clawback, the details included in the request letter and will be accessible by DESNZ to enable them to record when repayment has been received.

Reallocation of Funding

Where a Grant is being reduced or returned to DESNZ and additional Grants are available for distribution, the Supplier will carry out an assessment to identify if any other Grant Recipients can take on additional Grants and scale up their Projects. Where a Grant Recipient is identified, the Supplier will work with them to develop a Project proposal to reflect the increase in the Grant. This proposal will be submitted as a Change Control Request and processed in line with the process for Change Controls outlined in Section 4.1 of this Schedule and Annex E (Part 1) of this Schedule.

5. Fraud, Error and Compliance Management

Both Schemes require a proactive function that will minimise fraud, evidence compliance with the Scheme Related Policy and correctly manage public funds in line with DESNZ's own policy to tolerate no more than 1% losses to residual fraud. This function will sit across DESNZ, the Buyer, the Supplier and the Grant Recipients and their supply chain and is designed to deter, prevent, detect, and resolve cases of fraud, error, and non-compliance in the delivery of home Upgrades by the Grant Recipients.

5.1. Fraud Risk Management

The core areas of risk to be managed by the Supplier will occur in four distinct areas:

- **Payment and pricing**
Each Grant Recipient will submit to the Supplier a sample of the receipts that have been paid using a Grant. The Supplier will use this data to routinely check for a range of malpractices, including payments to non-eligible suppliers, payments to non-existent businesses, potential price gouging, incorrect pricing, and any attempts to manipulate pricing by either collusion or cartels.
- **Eligibility and Thresholds**
The Supplier will be responsible for confirming that the Grant Recipients apply the correct Scheme rules when spending a Grant and reporting such. They must also confirm that all beneficiaries are eligible for Grants at Grant Application stage and throughout delivery.
- **Contracting and Competition**
The Supplier must confirm that Grant Recipients undertake all contracts using appropriate Competitive Tendering Procedures and that any potential conflicts of interest between Grant Recipients and their suppliers are evaluated, and that potential fraud or mismanagement is prevented.
- **Delivery and quality**
The Supplier must confirm evidence that work is being completed to specification and on time, using appropriate techniques to evaluate ongoing and completed works.

However, the Buyer may require any other fraud related advice or support that is an option under Section 1.3.7 of DPS Schedule 1 (Specification).

5.2. Fraud Compliance

The Supplier will be responsible for running a fraud, error, and compliance function across the administration of both Schemes and is required to have the capability and capacity to proactively seek to prevent fraud, errors, and non-compliance and to identify and investigate potential fraud, errors, and non-compliance.

To achieve this, the Supplier will provide a function that undertakes to:

1. Routinely examine Project Data and reporting to identify outliers or indicators of potential fraud, errors, and non-compliance.
2. Where routine examinations indicate omissions or minor discrepancies, the Supplier shall record the problem and instruct that the Grant Recipient will remedy any problems directly.
3. Where routine examinations indicate possible fraud, errors or non-compliance, the Supplier will investigate irregularities.
4. Where an investigation warrants escalation to the Buyer, the Supplier shall collate all necessary documents and data to allow the Buyer to address the matter.

Techniques

The Supplier shall use all appropriate techniques for data analysis to prevent fraud, error, and non-compliance. This will include but not be limited to, Dip Sampling data, site visits, proxy site visits (e.g., a Grant Recipient filming the site) and the use of Open-Source Data sources such as company accounts and maps.

The Supplier will provide oversight and assurance of Grant Recipients' own fraud management processes and their operation of fraud controls. Obligations on Grant Recipients are set out in the MoU and the GFA, as applicable; Grant Recipients are responsible for ensuring Grants they receive are spent for the intended purposes and to manage fraud risks in their supply chain.

The Buyer assesses Supplier performance against fraud KPIs.

The Supplier will be expected to operate in line with the DESNZ 'Fraud Management Strategy for Net Zero Schemes'. This is based around the government fraud standard and requires each of the following to be in place:

- **Fraud Risk Owner:** The Supplier will be required to provide a named point-of-contact who is responsible for the Supplier's operation of fraud risk management throughout the duration of the Scheme.
- **Fraud Risk Appetite/Tolerance:** DESNZ will set a fraud/error tolerance for each Scheme which the Supplier will be expected to align its fraud/error risk management and reporting to. The tolerance will be reviewed as needed by DESNZ during the delivery of a Scheme and may be adjusted as appropriate to account for changes in priorities or Fraud Risk Assessment.
- **Fraud Risk Assessments:** The Supplier will compile and manage a Fraud Risk Assessment for each Scheme using the template provided by DESNZ. The Fraud Risk Assessment will identify the key risk areas, their corresponding mitigations, and any residual risks. The

Supplier will be required to review and update the Fraud Risk Assessment at least monthly, in collaboration with DESNZ/Buyer, in line with operational findings, threat intelligence and a forward look on changes to circumstances or requirements. Grant Recipients are required to produce a Fraud Risk Assessment for each of their Grant Applications. The Supplier will assure Fraud Risk Assessments in relation to each Project and aggregate these into a Fraud Risk Assessment for each whole Scheme.

- **Fraud Management Plan:** The Supplier is required to produce, and deliver against, a Buyer approved Fraud Management Plan (as set out in Order Schedule 13 (Implementation Plan)) that sets out the processes by which it will implement the controls to address the risks identified in the Fraud Risk Assessment for the Schemes. The Fraud Management Plan will set out how fraud operations are to be managed, resourced, and instances of suspected fraud resolved. The Fraud Management Plan will include how, but is not limited to:
 - Data is broadly to be used to identify fraud risks indicators (through data analysis and hypothesis testing).
 - Intelligence will be sought and used to inform fraud controls.
 - Suspected fraud will be referred and then investigated (including case triage, evidence gathering, outcome determination).
 - Appeals against decisions will be managed.
 - What and how sanctions where fraud or error is found
 - Debt will be recovered; and
 - Record keeping and case prosecution will be suitable for supporting onward prosecution if needed.
- **Fraud Assurance:** The Supplier will undertake assurance activities which will involve systematic and random checks of Grant Recipients' fraud management processes and controls within the Grant Recipients' own organisation and between the Grant Recipients and the supply chains they use. It will include reviewing Management Information to direct remedial action in the event of weaknesses or failures in relation to fraud risk management.
- **Deterrence and Prevention:** The DESNZ fraud management strategy requires that the focus of risk management activity and application of fraud controls is to be weighted towards deterring and preventing fraud; therefore, minimising the levels of fraud left to be detected once a loss has been incurred. This is to avoid losses that may be unrecoverable and avoid the harm arising from having people and businesses becoming indebted.

The Supplier will be responsible for implementing this strategy, including providing proportionate technical support to prevent fraud across the Schemes.

5.3. Eligibility Screening

Grant Recipients will be responsible for ensuring that installers, measures, and households meet the Scheme's eligibility criteria. The Supplier will be responsible for evidencing that these obligations are being met.

SHDF: The Supplier will be responsible for operation of controls during assessment and delivery monitoring. The Supplier will verify Grant Applicants are eligible for the Grant and will complete eligibility screening checks during delivery.

HUG 2: DESNZ is responsible for assessing Outline Applications. The Supplier will be responsible for assessing Batch proposals, undertaking Delivery Assurance Checks, delivery monitoring, and will conduct eligibility spot checks.

5.4. Compliance Controls

Completion and execution of works:

- **SHDF:** The Supplier will conduct Due Diligence on top of Grant Recipient's checks and sign off proof of completion of works. This will be organised as both random and risk directed reviews. Reviews will audit those installations and check that they are within expected standard, scope and specification by desk-based review that will include a sub-set of reviews that include site-based audits to review actual work planned or undertaken. Being risk-based means that if issues are found or suspected relevant to a particular area, installer, measure, etc then there should be more review activity to police and manage those risk areas than have reviews where there is less risk (although a baseline of random reviews is still needed to ensure emerging or unexpected risk areas are still monitored). The Supplier is responsible for operating Scheme controls.
- **HUG 2:** The Supplier will be responsible for assuring that Grant Recipient controls are being executed as described in their Delivery Confidence Assessments. This will include verifying decisions and associated data through spot checks and risk – based reviews. Assurance of Grant Recipient review of completion and execution of installations which will require some independent reviews (detailed as per the above) of this work by the Supplier to assure reviews and risk management undertaken by the Grant Recipient.

Financial management and risk control:

- Within **SHDF**, the Supplier will sign off delivery proof and Due Diligence (invoice matching). The Supplier will be responsible for operating Scheme controls. Any adverse findings or risks should be used to drive continuous improvement.
- On receipt of Batch Applications, within **HUG 2**, the Supplier will be responsible for assuring Grant Recipient controls have been conducted, verifying information contained through spot checks and risk-based reviews. Any adverse findings or risks should be used to drive continuous improvement.

5.5. Case Escalation

Cases may arise following investigations. All documents, analysis and information from an investigation must be shared with the Buyer.

Where the Grant Recipient is likely to be a local authority, there is an expectation that the Grant Recipient will have some capability and capacity to identify, investigate and resolve instances of fraud/error in its own supply chain. In these circumstances, if a case of fraud, error or non-compliance has occurred, the Supplier will be expected to evaluate and improve the Grant

Recipient's management processes and outcomes and include these cases in the reporting to the Buyer.

Where the Grant Recipient has no anti-fraud capabilities, the Supplier will advise the Grant Recipient on how to improve financial management and prevent losses through fraud, error and non-compliance and include these cases in the reporting to the Buyer.

5.6. Investigation Management and Case Resolution

The Supplier is required to have the capability and capacity to identify and investigate suspected incidents of fraud, error and non-compliance. The Supplier will be expected to have the capability to conduct case triage, evidence gathering, and outcome determination to resolve suspected incidents of fraud, error or non-compliance it identifies (e.g., an error that would lead to a miss-spend or incorrect installation). Where an investigation highlights errors or non-compliance that can be resolved, the Supplier should resolve the problems in a timely and effective manner in order to protect public funds.

The Fraud Management Plan should set out how investigations will be conducted, techniques to be used, by whom and within what time scales.

The Supplier will be required to provide monthly Management Information reporting to the Buyer setting out the number and types of cases raised; values of fraud, error and non-compliance prevented, fraud, error and non-compliance detected; number and value of debt both raised and recovered as well as administrative or corrective action taken.

The Buyer will be responsible for oversight and assurance of Supplier investigations. Additionally, there may be instances where Grant Recipients escalate cases of suspected fraud to the Supplier. In these circumstances, the Supplier may be required to provide assistance including, but not limited to:

- Additional assurance of Grant Recipient policy, processes, capacity/capability.
- Support the resolution of escalated cases, through conducting investigations and assuring decision making; and/or
- Support debt recovery/sanctions (including prosecutions where appropriate).

Where the severity (significant value, serious process failure or reputation risk) of a case or cases exceed the thresholds defined by DESNZ, these should be escalated to the Buyer (and in turn to DESNZ) within 5 Working Days.

5.7. Sanctions and Debt recovery

The Supplier will be responsible for implementing administrative action or sanctions (e.g., completion/remediation of works, clawback of payment, suspension of future release of funds) against Grant Recipients that are determined to have not complied with Scheme rules resulting in fraud or error. The Buyer will be responsible for guiding sanctions decisions; the Supplier is responsible for approaching the Buyer for approval and providing the Buyer with Management Information.

Additionally, the Supplier will be responsible for monitoring and assuring Grant Recipient implementation of administrative action or sanctions. The Supplier will be responsible for administrative action/sanctions for any escalated cases where it takes over responsibility for

investigation/resolution. The Supplier will recommend for approval to the Buyer cases where prosecution may be deemed appropriate (e.g., for serious criminality). The Buyer will escalate such cases in turn to DESNZ for approval that they deem appropriate and suitable for prosecution. The Supplier will develop approved prosecution cases ready for submission for prosecution to the Crown Prosecution Service, ensuring that evidential standards are satisfactory. DESNZ may use other resource to progress prosecution but would require handover of an evidence file in such cases (for instance where an actor spans across multiple DESNZ grants as well as SHDF or HUG 2).

The Supplier will be responsible for gathering debt related information and the process for recovery of debt from a Grant Recipient. The Buyer will be responsible for sign-off in consultation with DESNZ on debt cases and guidance to proceed with recovery.

Debt incurred within the Grant Recipient’s supply chain will be for the Grant Recipient to recover. The Supplier will be responsible for monitoring and assuring Grant Recipient recovery of this debt. The Supplier will be responsible for debt recovery for any escalated cases where it takes over responsibility for investigation/resolution.

The Supplier will not be liable for lost or unrecovered funds under the clawback mechanism.

5.8. Assurance of fraud risk management

In addition to the assurance activities the Supplier conducts to evidence fraud is being managed appropriately and effectively by the Grant Recipients, the Supplier will:

- Be expected to participate fully in assurance reviews/audits commissioned by DESNZ or the Buyer and undertaken by DESNZ or the Buyer or their nominated partners.
- Undertake/participate as required in residual fraud measurement exercise(s) commissioned by DESNZ or the Buyer and undertaken by DESNZ or the Buyer or its nominated partners to assess effectiveness of fraud controls.

Summary of fraud management assurance roles and responsibilities

	Grant Recipient	Supplier	Buyer
HUG2	<ul style="list-style-type: none">• Grant recipient to receive grant and identify private households to fund.• Grant recipient procure installers and manage delivery.• MoU expects Grant recipient to have capability to identify, investigate and resolve fraud (including sanctions and debt recovery) within its own projects.	<ul style="list-style-type: none">• Supplier conducts assurance monitoring of Grant recipient fraud management processes, monitoring effectiveness and outcomes. Intervening/escalating as appropriate to maintain or improve performance.• Supplier conducts its own fraud management and controls on Grant recipient's bids, change requests, submissions for payment, etc. Including sanctions and debt recovery against Grant recipients	<ul style="list-style-type: none">• Buyer conducts assurance monitoring of Supplier fraud management processes, monitoring effectiveness and outcomes of Supplier oversight of Grant recipient performance.
SHDF	<ul style="list-style-type: none">• Grant recipients receive grant for work on social housing that they own.• GFA expects Grant Recipient to take steps to prevent and manage fraud in their own supply chain, including recovery, but does not expect investigation/resolution capability.	<ul style="list-style-type: none">• Supplier conducts its own fraud management and controls on Grant Recipient bids, change requests, submissions for payment, etc. Including sanctions and debt recovery against Grant Recipients.	<ul style="list-style-type: none">• Buyer conducts assurance monitoring of Supplier fraud management processes, monitoring effectiveness and outcomes.

6. Webinars, Learning Communities and Case Studies

Capturing, sharing, and disseminating learnings from the delivery of the SHDF and HUG 2 Schemes is a key part of monitoring challenges, goals, successes, risks and to promote a shared and collective vision.

The learning from these communities will help to steer successful delivery and the future design of the Schemes by identifying best practice, learning from feedback, and assessing what has gone well and what can be improved.

The Buyer will take the lead on all engagement, learning and communication activities based on their experience. The Supplier will be required to support the Buyer with the administration of the activities detailed below:

Activity	Description	Supplier Role
Webinars	Webinars to provide information to Grant Recipients on learning identified through the delivery of Schemes	Set up and administer the Webinar Manage attendance and registration Use knowledge of Grant Recipient Projects to support the Buyer with information relating to the content
Learning Community	(Monthly) sessions to facilitate peer to peer sharing of lessons between Projects.	Set up and administer the sessions Manage attendance and registration Provide secretariat function
Case Studies	Videos showcasing Schemes Videos, testimonial Case studies on specific Projects or installations	Use knowledge of Grant Recipient Projects to support the Buyer with information relating to the content

The Supplier will be required to maintain access and adequate training to use all relevant software programmes, including but not limited to: Eventbrite, Microsoft Teams, GovDelivery, and websites.

7. Data Collection, Visualisation, and Reporting

This Section outlines the Supplier's role in collecting, processing, and reporting data from Grant Recipients about the Schemes. As outlined below, the Buyer will provide Data Collection Forms to allow for data to be submitted across each Project, e.g. Grant Recipients will use a Data Collection Form to submit Monthly Reports. The Buyer will visualise this data in a useful format and will share data and reports with the Supplier. The Supplier's role is set out below, including supporting Grant Recipient's use of the web forms and requiring that Project reporting is both timely and accurate.

7.1. Data Collection Forms

The Buyer will provide web forms into which Grant Recipients will submit Monthly Reports containing the required Project Data about Grant Applications, Project performance, and suspected incidents of fraud. The Project Data submitted will be stored in a central database and shared with the Supplier as needed.

7.1.1. Data Collection Forms Capabilities

The CRM system will mandate Grant Recipients to report certain fields and where possible force correct data types prior to submission. Where data can be validated after submission, the system will aim to identify erroneous or invalid data.

7.1.2. Data Collection Training

The Buyer will train the Supplier in how the Data Collection System works. The Supplier is responsible for training Grant Recipients in how to use the Data Collection System to submit monthly reports. Any documentation necessary to support this training will be provided to the Supplier by the Buyer and maintained by the Buyer.

7.1.3. Data Collection System Maintenance, Continuous Improvement, Feedback, and Learning

DESNZ is required to maintain and continuously improve the Data Collection System so that the performance is improved throughout delivery, and issues that are detected are rectified in a reasonable timeframe. The Supplier is responsible for logging and escalating individual requests or suggestions regarding the Data Collection System from Grant Recipients to the Buyer, who will then escalate to DESNZ.

7.2. Data Collection Process

7.2.1. Example data requirements

Some Data Collection Forms have already been built, following a Discovery. Additional forms are being built either by the Buyer or DESNZ for the various Projects and will be used by Project stakeholders to gather the data required for each Scheme.

One of the forms in use is the monthly Project progress form which must be submitted by Grant Recipients every month. To provide an illustration of the sort of data expected to be recorded through Data Collection Forms, the Monthly Report includes the following as a minimum:

- Contact details of the Grant Recipient and its delivery partners.
- An overview of monthly progress on the Project.
- An update against KPI's and delivery milestones.
- The principal risks, issues, and/or concerns that could impact Project progress.
- Other items the Grant Recipient wishes to escalate to the Supplier, Buyer, or DESNZ.

- Information about properties treated including, but not limited to, address, smart meter installations, and building characteristics.
- Details of additional funding used to support installations, for example from owners, the Grant Recipient, or other third parties.
- The measures planned or delivered, including type, size, certification, cost, and the 'Unique Measure References'.
- Pre- and post-SAP and RdSAP assessments of properties treated, as well as Trustmark certificates for completed properties.
- Contact details for occupants and installers of properties treated, as well as details about any relevant accreditation, such as 'Trustmark License Numbers'.
- Contact details for households who are offered installation but drop out of the Scheme or do not accept.

7.2.2. Data collection, Supplier's responsibilities

The Supplier is responsible for requiring that Grant Applicants and Grant Recipients use the Data Collection Forms to submit all Project Data onto the Project in a timely manner. This must include an explanation of how to use the Data Collection System, as well as confirming that users understand what Project Data is mandatory and must be included in monthly reports.

The Supplier is responsible for requesting that Grant Recipients submit their completed Data Collection Forms in line with the requirements of Order Schedule 14 (Service Levels), unless there are issues with the Data Collection Forms which prevent Project Data being collected. Where regular progress reports are required, they must be submitted for the duration of the period during which the Grant is provided, or until the Grant Recipient has submitted the required Project Data for every installation delivered using a Grant.

If Grant Applicants or Grant Recipients experience any technical issues with the Data Collection System, the Supplier is responsible for escalating these to the Buyer and collecting any necessary reports during the period that Data Collection Forms are unavailable.

7.2.3. Data collection, Buyer's responsibilities

The Buyer is required to maintain and continuously improve the Data Collection Forms so that the performance is improved throughout delivery, and issues that are detected are rectified in a reasonable timeframe.

7.3. Internal CRM

The Buyer will provide the Supplier with a CRM system to use for recording Project activities and to enable Project reporting to take place.

7.3.1. CRM Capabilities

The system will be optimised for the needs of the Project and to give the Supplier the ability to record communications between the Supplier and Grant Applicants and Grant Recipients. The system will store Project email correspondence and relevant Project documents (e.g., any signed GFA/MoU). Where custom fields are required by the Project, the Buyer will aim to provide these fields for use by the Supplier so that they can record Project progress correctly.

Where data from the Data Collection Forms is needed within the CRM system, the data will be available to the Supplier to use and refer to.

7.3.2. CRM logging process

CRM logging example

During each Project, successful Grant Applicants will receive a formal GFA or MoU which must be signed by an appropriate member of staff from the Grant Applicant. The Supplier will be required to send or confirm that such documents are sent (as the case may be) to Grant Applicants and to record all activities relating to the signing of such documents, these are likely to include, but are not limited to the following:

- GFA/MoU prepared
- GFA/MoU sent
- Changes required to the GFA/MoU
- Changes made to the GFA/MoU
- GFA/MoU re-sent
- GFA/MoU signed

As a result of recording these activities, the Supplier should be able to report on the Project's progress regarding GFA's or MoU's, including the total number that have been prepared, issued, and signed.

7.3.3. CRM Logging, Supplier responsibilities

The Supplier is required to log all relevant activities, including emails, documents, and support calls. They must do this across all aspects of the Project in order to enable the appropriate reporting.

7.3.4. CRM Logging, Buyer responsibilities

The Buyer is required to provide access to a CRM system for recording activities and for maintaining and improving the CRM according to the Project's needs.

7.4. Project Data integrity

The Data Collection Forms, and the CRM system used in relation to any Project will seek to force data compliance for Project Data. The Data Collection Forms will conduct some validation and cleaning of data submitted by Grant Recipients, but it will not be possible to prevent Grant Recipients and others from submitting erroneous or inaccurate data (e.g., where data is submitted via spreadsheet). The Supplier is responsible for the timely and accurate recording of data across the Project and is expected to comply with Order Schedule 14 (Service Levels). Once data has been cleaned, the Supplier is responsible for validating key fields of the data submitted by Grant Recipients. Exact details of this validation will be confirmed at implementation, but it is expected to include a review of the KPI's, Milestones, spend and top risks for each Grant Recipient. This validation is not expected to take more than one hour per Grant Recipient per month. Further to the responsibilities in Section 7.2.2 of this Schedule, the Supplier is responsible for any further validation or cleaning data which is deemed necessary to support the deliverables in this Schedule, or which is requested by the Buyer or DESNZ to support the successful delivery of the Schemes.

If the Supplier or Buyer identifies errors in the data submitted by Grant Recipients, the Supplier is responsible for informing the Grant Recipient and requesting that the Grant Recipients corrects this data using the Data Collection Forms in a timely manner before the monthly deadline for data submission as specified by the Order Schedule 14 (Service Levels).

7.5. Reporting

The full list of required reports are attached at Annex J of this Schedule.

7.5.1. Data transfer

The Buyer will provide the Supplier with data from the Data Collection Forms in a useful format, including within the CRM and through dashboards created on software such as PowerBI, which both the Buyer and Supplier will have access to.

7.5.2. Scheme Level Monthly Report Production

In addition to the reporting requirements set out in Order Schedule 1 (Transparency Reports), the Supplier is required to submit a report for each Scheme to the Buyer each month, providing an overview and highlighting key Projects for escalation to the Buyer for each Grant Recipient and each of the wider Schemes. The purpose of the reports is to provide the Buyer and DESNZ with a full overview of the performance of each Project and each of the wider Schemes, and to escalate any issues which should be brought to the attention of the Buyer or DESNZ. The information reports must include, but is not limited to, Project-level data, Delivery Confidence Assessments, risks and issues faced by the Schemes, and updates from the Supplier about their engagement with the Project.

The Supplier should maintain a view of risks and issues across multiple Grant Recipients and encourage collaboration amongst the Supervisor Officers to identify where action may be appropriate to address these risks and issues more broadly across the Schemes.

7.5.3. Monthly Report Validation, Review and Sign Off

The Supplier is required to work with the Buyer to get the monthly report to the appropriate standard. The Buyer will quality assure the reports and identify any gaps or clarifications in the Monthly Reports, which the Supplier must address. The Buyer will also conduct periodic independent validation and analysis of analytics provided.

7.6. Training

The Buyer will train the Supplier on how the Data Collection System works. The Supplier is responsible for training Grant Applicants and Grant Recipients in how to use the Data Collection System to submit Monthly Reports. Any documentation necessary to support this training will be provided to the Supplier by the Buyer and maintained by the Buyer.

The Buyer will train the Supplier on how the CRM system works and how to record Project activities. The Buyer will provide documentation to the Supplier on how to use the CRM system.

7.7. Continuous Improvement, Feedback, and Learning

The Buyer is required to maintain and continuously improve the Data Collection Forms and the CRM relating to a Project so that the performance is improved throughout delivery, and issues that are detected are rectified in a reasonable timeframe. The Supplier is responsible for logging and escalating errors, omissions, or suggestions for improvements regarding the web forms to the Buyer in a timely manner.

8. Invoicing & Payments

8.1. SHDF

8.1.1. Payment Claim Process

The Supplier is required to support with the Grant monthly payment claim process for Grant Recipients, including the following:

- Setting out clear evidence requirements (process and template to be agreed as part of the implementation);
- Supporting the filing of evidence documentation;
- Recording all management information on payments throughout the Order Contract;
- Supporting the process for each payment request as set;
- Production of annual forecasts;
- Confirming with Grant Recipients that they have received payments, and
- Acting as the main point of contact for Grant Recipients for any query or action related to the invoicing and payments process

8.1.2. Project Financial Forecast Review

The Supplier is required to analyse and assess the monthly financial forecast provided by Grant Recipients and make a recommendation to the Buyer on whether the financial forecast aligns with delivery expectations for the next payment period.

8.1.3. Scheme Level Financial Forecasts

The Supplier is required to provide the Buyer with the monthly Scheme-level financial forecasts and confirming there is alignment with the annual forecast production requirement in Section 8.1.1 of this Schedule. In order to support the accurate reporting, the Supplier will require that Grant Recipients submit their forecast on time (10th Working Day of the month) as far as possible as part of their monthly reporting obligations. This data will be made available to the Supplier as part of the delivery data to be shared.

8.1.4. Payment Claim Transfer

The Supplier is required to follow up with Grant Recipients to confirm the payments have been received by the Grant Recipient. The transfer of Grants to the Grant Recipient bank account upon completion of the relevant financial process will be managed by DESNZ for SHDF Grants to Grant Recipients.

8.1.5. Payment Claim Evidence Review

The Supplier is required to carry out Evidence Reviews at least three times per year (on dates to be agreed with the Buyer) on Grant Recipient spending, including the following:

- Selecting and requesting a sample of invoices from each Grant Recipient (with a minimum equalling 20% of total invoice value or dependent on risk level of Grant Recipient); and
- Analysing and assessing all invoice evidence and provide a recommendation on financial performance to the Buyer.

8.1.6. Payment Claim Reconciliation & Recommendation

Alongside the Evidence Review, the Supplier is required to analyse and assess financial summaries submitted by Grant Recipients (at least three times per year, on the dates agreed with the Buyer to coincide with the Evidence Review) and reconcile the spend incurred by Grant Recipients against payments made by DESNZ. The Supplier is also required to make a payment recommendation to the Buyer on financial performance of the Grant Recipient (including Consortia) which will support with the risking of Projects.

8.1.7. Full Evidence Check

When requested by the Buyer, the Supplier is required to carry out a full evidence check of Grant Recipient spend, including the following:

- Requesting all invoices from the Grant Recipient in question, and
- Analysing and assessing the invoice evidence and provide a recommendation on financial performance to the Buyer.

The full evidence check will only be requested for Projects of concern, for example if there is suspected fraud.

8.2. HUG 2

8.2.1. Payment Claim Process

HUG 2 will fund Grant Recipients using section 31 of the Local Government Act 2003. Consequently, payments are made in advance of works being carried out.

The Supplier is required to manage the monthly Grant payment claim process for Grant Recipients, including the following:

- Reviewing Batch Application and any MoU, and filing appropriately;
- Recording all management information on payments through the length of the Order Contract;
- Supporting the process for each payment request in compliance to Section 8.2 of this Schedule and as per Annex I of this Schedule;
- Production of monthly forecasts;
- Confirming with Grant Recipients that they have received payments;
- Acting as the main point of contact for Grant Recipients for any query or action related to the invoicing and payments process;
- Confirming which pot of funding Grant Recipients are paid from; and
- Advising where Batch payments should be combined where Grant Recipients have submitted multiple Batch Applications within the month.

8.2.2. Scheme Level Financial Forecasts

The Supplier is required to provide monthly Scheme-level financial forecasts to the Buyer. In order to support accurate reporting and budgetary information, the Supplier is required to encourage Grant Recipients to submit their Batch Applications before the monthly deadline (to be defined during implementation) to ensure expedient transfer of funding within the reporting period.

8.2.3. Confirmation of Payment Transfer

The Supplier is required to follow up with Grant Recipients to confirm the payments have been received. The Supplier must receive written confirmation and escalate to the Buyer if payment has not been received. The transfer of Grants to the Grant Recipient bank account upon completion of the relevant financial process will be managed by DESNZ.

8.2.4. HUG 2 Funding Pot Confirmation and Pooling of approved Batches

There are two funding pots for HUG 2:

1. 'Restricted Pot (Rural only)', and
2. 'Unrestricted Pot (Rural or Urban)'.

The funding pots referred to above will be determined by DESNZ at Outline Application stage and communicated when allocating a Grant. The Supplier is required to provide confirmation to the Buyer which pot of funding Batches will come from and make monthly requests to release the Grants pooling approved Batches within the same month for the same Project into one cumulative payment request.

8.2.5. Grant Recipient documentation review

When requested by the Buyer, the Supplier is required to obtain evidence from the Grant Recipient relating to works carried out. As set out in the MoU, Grant Recipients must retain documentation relating to costs paid. This review will only be requested for Projects of concern, for example, suspected fraud.

9. Continuous Functions and Support

9.1. Strategy & Leadership

9.1.1. Strategy & Leadership of Service

The Supplier is responsible for the delivery of the Grant Administration Service. The Supplier must ensure that there is sufficient leadership and programme management support in place in order to effectively fulfil its obligations under the Order Contract and to ensure that all workstreams referred to in this Schedule and in DPS Schedule 1 (Specification) are resourced appropriately. The Supplier is to ensure full integration across all the workstreams identified within this Schedule and that an effective programme management plan is put in place and reviewed as required by the Buyer.

9.2. Management of Order Contract

9.2.1. Order Contract Management

The Supplier is responsible for the following Order Contract Management activities in addition to the requirements set out in Order Schedule 15 (Order Contract Management) and including but not limited to:

- Meeting monthly with the Buyer to discuss performance of the Order Contract, progress of services and status of KPIs in Annex K of this Schedule;
- Managing scope changes to the MoU and/or GFA;
- Gathering data required for the successful delivery of the Grant Administration Service;
- Holding and maintaining the Project Plan for the delivery of the Grant;

- Management and leadership of the team required for the successful delivery of the Grant Administration Service;
- Provision of technical support;
- Monitoring of the fraud prevention operation; and
- Project administration (running meetings between stakeholders including the Buyer and Grant Recipients as required to report on progress and risks).

9.2.2. Continuous Improvement

The Supplier is required to seek to continuously improve and support independent assessment, including engagement with evaluation research for the delivery of the Schemes and aligning with the requirements set out in Order Schedule 3 (Continuous Improvement).

9.2.3. Data Management

In addition to the responsibilities under Section 9.2.1 of this Schedule and Order Schedule 15 (Order Contract Management), the Supplier is required to ensure it remains compliant with relevant data protection legislation and with UK General Data Protection Regulation. The Supplier is also required to remain compliant with the privacy notice, data sharing agreement and Security Management Plan and regularly update Scheme documents.

Project Data management

The Supplier will be given access to five pieces of technology through which to share Project Data and manage and report on their work:

- An Application Portal (under construction): a web site connected to a database where Grant Applicants can submit expressions of interest, Grant Applications and Batch Application data.
- A Data Collection System (already built by DESNZ): where Grant Recipients can update their progress.
- A Project Case Management System which will be used by both the Supplier and the Buyer to record day-to-day interactions with Grant Applicants and Grant Recipients.
- CRM
- Help Inbox Function

The Supplier will work with the Buyer and Grant Applicants to configure the above systems so that they meet the needs of the Project. The Supplier will be responsible for overseeing the collection, storage, maintenance and updating of all day-to-day Project Data generated during the Order Contract. This work will cover all phases of each Project, from Application, through to completion. The records and data that the Supplier will have to oversee will include, but not be limited to:

- Grant Application documents,
- Help Inbox Function questions and answers, and
- Monthly progress reports and the status of each Project, such as records from site visits.

The Supplier will also be expected to examine Project Data and records in order to create the Delivery Confidence Assessment and other reports needed for the Project, as set out in Annex J of this Schedule.

The Supplier shall take all reasonable steps to ensure that data supplied by third parties (e.g., Grant Recipients) is provided in an accurate and timely manner and in a form that enables the Buyer to continuously analyse overall progress and to be able to easily determine the progress of each Project. All data should be stored appropriately (e.g., where numeric data is provided in a separate data field, it should be stored in such a manner that it can be subject to numeric analysis). Equally, data fields should be stored in a format where they can be subjected to date analysis. Where errors or omissions are found in the data provided by third parties, the Supplier must take all reasonable steps to ensure that the correct data is submitted by the third party in a timely manner.

Where the Supplier is the creator of data, the Supplier is wholly responsible for providing timely and accurate data that can be continuously analysed by the Buyer (as described above). The Supplier should take particular care to ensure that any pertinent interaction with a Grant Recipient is recorded in the correct formats and without duplication. Where errors or omissions are found in data created by the Supplier, the Supplier should make every effort to fix, restore, improve, or reprise the data so that it can be analysed by the Buyer.

9.3. Order Contract Implementation

The Supplier is to action the Implementation Plan set out in Order Schedule 13 (Implementation Plan).

9.3.1. Order Contract Implementation

The Supplier is required to put in place structures, resources, and processes to successfully implement the Project as defined in Order Schedule 13 (Implementation Plan), including setting out the project management artefacts and design of the Order Contract Management elements in line with the requirement of the Order Schedule 15 (Order Contract Management). This is to be done within the timescales set out in the Implementation Plan.

9.3.2. Information Handover & Knowledge Transfer

The Supplier is required to support and facilitate information handovers, giving the Buyer appropriate rights to use the data in accordance with Joint Schedule 11 (Processing Data). The Supplier is responsible for ensuring effective knowledge transfer between the Buyer and Grant Recipients.

The Supplier shall be required to conduct analysis where required by the Buyer for policy and delivery development. The Supplier is expected to provide insights and analysis on factors impacting delivery of the Schemes (e.g., supply chain and labour costs, demand for measures, strategic challenges) to the Buyer.

10. Demobilisation, Handover and Exit

Demobilisation, handover, and exit will be required to prepare for the end of the Order Contract between the Buyer and the Supplier. Eight weeks prior to the End Date, the Buyer will notify the Supplier and the Supplier will undertake all activities necessary to successfully halt the service, such

that no activities relating to exit management are outstanding and no further fees or costs are to be incurred by the Buyer in relation to this Order Contract, including any fees for Subcontracted services.

If the Order Contract has been terminated or has expired, the Supplier will immediately undertake all necessary activities to allow the service to be run by a third party. Whilst undertaking these activities in either of the above scenarios, the Supplier is to ensure its compliance with Order Schedule 10 (Exit Management).

The Buyer will develop and agree a plan with the Supplier, which will include but not be limited to:

- Establishing roles and responsibilities and governance arrangements for the demobilisation, handover and exit to include all relevant parties;
- Ensure the secure and timely transition of data and information to the Buyer or other authorised body;
- Identify a clear communication plan;
- Allow for continuity of service and plan to transition any 'on-going' activities;
- Enable the exchange of lessons learned; and
- Consider any legal obligations.

11. Our social value priorities

Social value legislation places a legal requirement on all public bodies to consider the additional social, economic, and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity to deliver them. These benefits are over and above the core deliverables of Order Contracts.

General information on The Social Value Act can be found at: [Social Value Act: information and resources - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/social-value-act-information-and-resources)

Recently updated social value themes for public bodies can be found on this link: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-Contracts>

The Supplier shall deliver measurable benefits and impacts in respect of the social value priorities identified in the Order Contract. The Supplier shall record and report performance against the social value requirements as part of this Order Contract.

The priorities in this procurement are:

1. **Tackling economic inequality:** the Buyer is committed to tackling economic inequality and wants the Supplier to support this through the performance of the Order Contract with the creation of new jobs and skills, as well as increasing supply chain resilience. The Supplier is required to support and deliver this through compliance to and activities/policies such as:
 - The Supplier shall have a fair and equal pay policy and aim to pay all employees the National Living Wage, irrespective of age where the same role is being performed. The Supplier shall ensure its compliance with the National Minimum Wage and National Living Wage legislation.

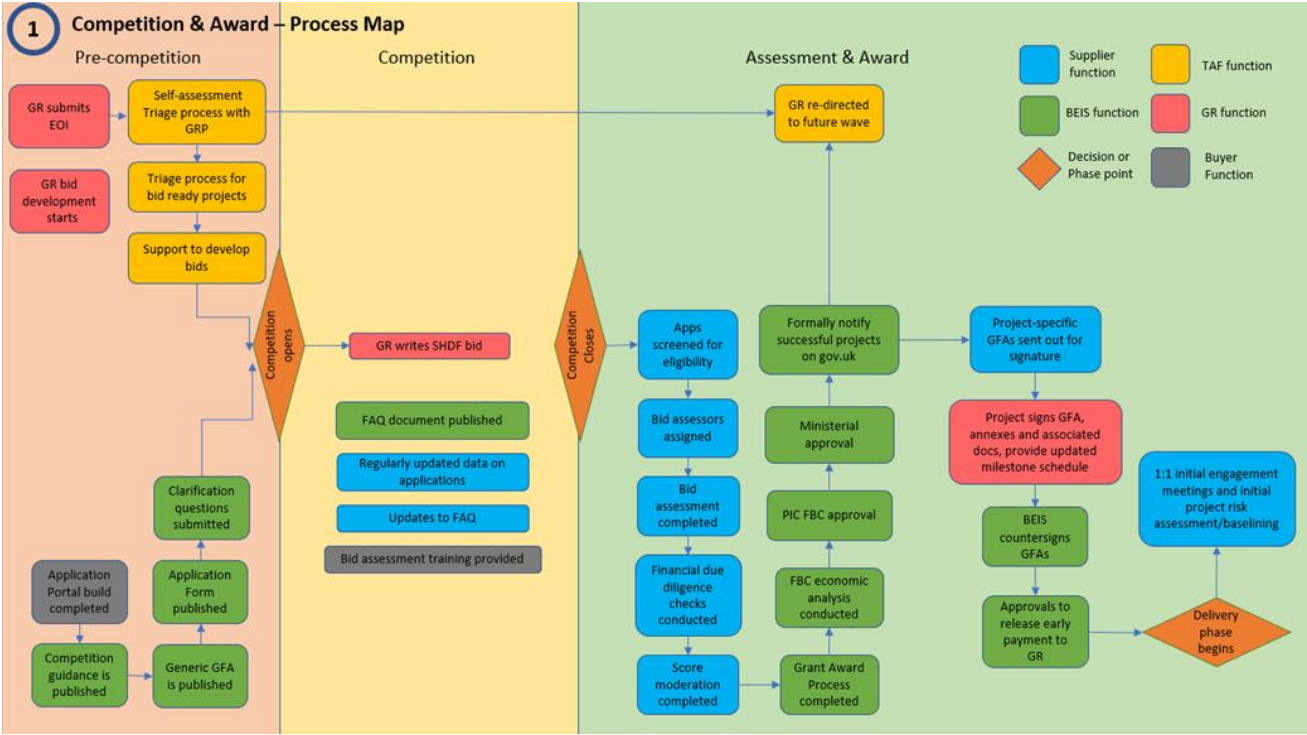
- Order contracting with 'Small and Medium Enterprises' and 'Voluntary, Community and Social Enterprises'.
- All organisations with 250 or more employees shall publish and report specific figures about their gender pay gap, and the Supplier is expected to progress towards equalising this.
- The Supplier shall ensure its compliance with the Working Time Directive in relation to delivery of any part of the Services.
- Tackle inequalities through upskilling and supporting people to be successful in employment, especially those from vulnerable or disadvantaged groups.
- Pay people fairly for the work they do and work with other companies with similar values and policies.

2. **Equal Opportunity:** The Buyer is committed to tackling inequality and giving everyone the opportunity to fulfil their potential. The Government's 'Good Work Plan' affirms the government's ambition that all work should be fair and decent, and that everyone, regardless of where they live in the UK or which sector they work in, should be able to benefit from high quality jobs. The Buyer requires the Supplier to support and deliver this through activities such as:

- Suppliers are required to demonstrate action to identify and manage the risks of modern slavery in the delivery of the Order Contract, including in the supply chain.
- Through understanding of the modern slavery risks and issues affecting the market, industry, sector, or country (of origin or of source) relevant to the Order Contract, and the workforce in the Supplier's own organisation and those of its Key Subcontractors.
- Contribute to reducing the disability & inclusion gap.
- Data reporting requirements

Annex A SHDF Application process

The below diagram shows the end-to-end Grant Application process for SHDF.



Annex B HUG 2 Application process

HUG 2 will transition its Grant allocation model from a Competition used in previous phases to a challenge fund. There are several key principles of the Challenge Fund Model, which differ from the Competition model used to allocate funding previous Schemes.

Firstly, individual Grant Recipients (including Consortia) will qualify for funding by meeting a minimum set of criteria rather than by out-competing other prospective Grant Recipients at their expense. All Applications that pass the minimum requirements of the Scheme will be funded to some degree until the total funding available is exhausted. This will be determined by DESNZ at the Outline Application stage.

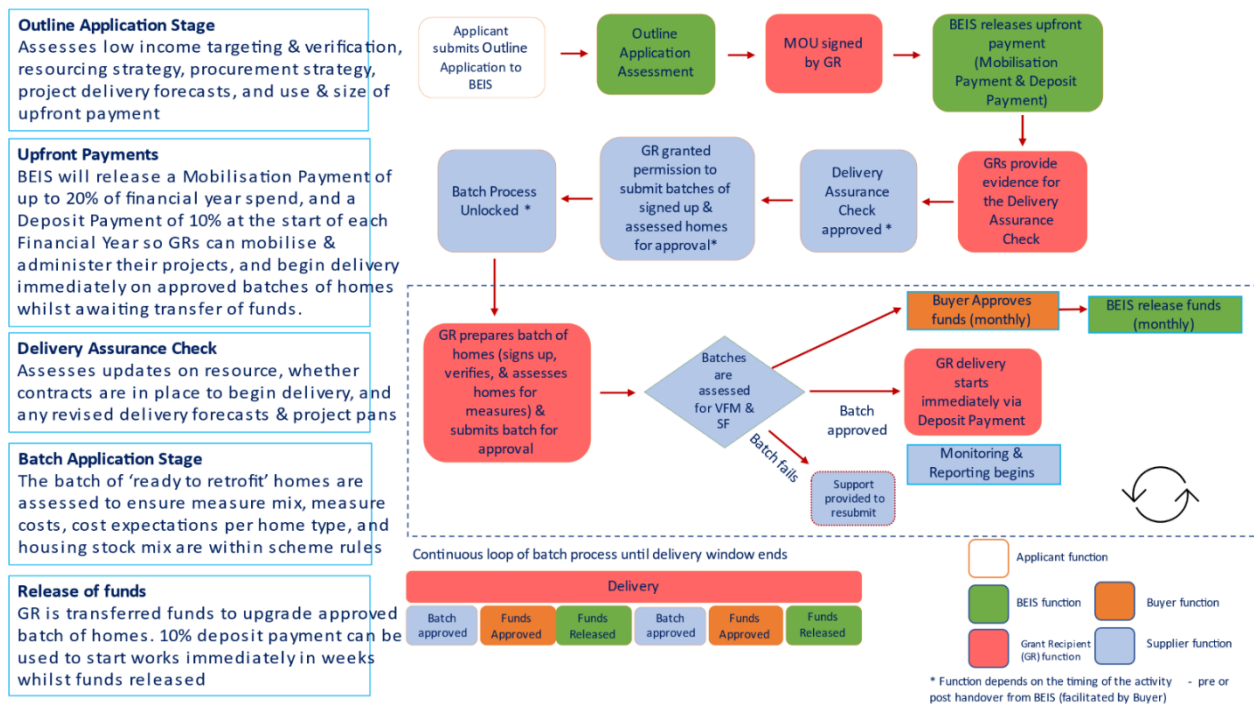
Secondly, Grant Recipients who apply early will have an opportunity to revise their Grant Applications and reapply for funding (should their Grant Application be initially unsuccessful) over a longer Application Window (unless funding is exhausted earlier). This approach will help to drive broader coverage and geographical spread of HUG 2.

Finally, Grants will be drawn down in portions throughout the delivery window to upgrade Batches of homes deemed 'ready to Retrofit' (signed up, validated, and assessed in line with PAS 2035). This aims to minimise the need for large amounts of allocated capital funding to be returned to DESNZ from Grant Recipients who have then struggled to deliver Projects.

The Grant Application process relating to HUG 2 has been designed to accommodate the Challenge Fund Model and will involve two Grant Application stages with a Delivery Assurance Check between them.

This will involve a form at outline and Batch Application stage, and the local authority must pass each stage prior to gaining approval and release of funds to deliver upgrades to homes. These are:

- Outline Application Stage
- Delivery Assurance Check
- Batch Application Stage



Outline Application Process

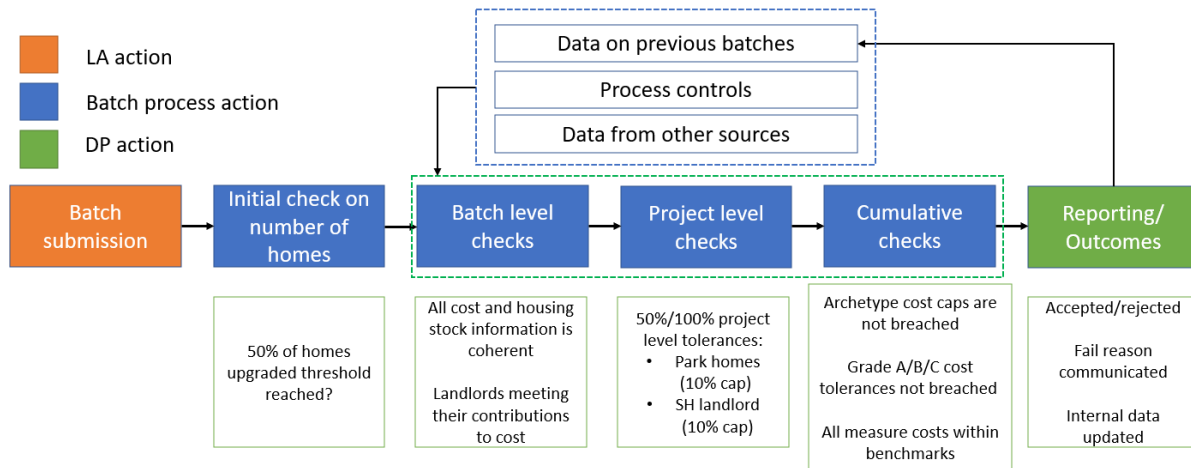
At the Outline Application stage, the level of funding in principle will be determined using a £18k per home average figure across all Projects. Applicants will be asked about Project size, commercial and delivery assurance, and their low-income household targeting and verification approach. DESNZ will award total funding for the Project in principle and a MoU will be offered for signature.

The Outline Application process will be managed and assessed by DESNZ. The Outline Application stage will run from September 2022 to 27 January 2023. DESNZ may decide to run an additional Outline Application window after this date if HUG 2 still has available funding yet to be allocated.

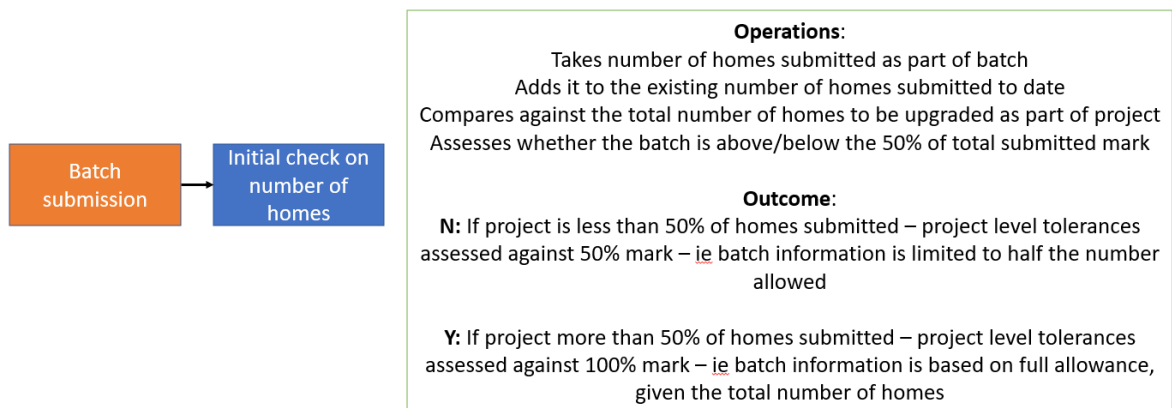
Annex C HUG 2 Batch Automation and Policy Requirements

The below diagrams set out the policy requirements for Batch automation.

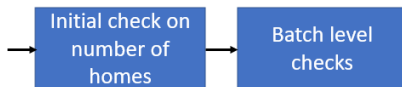
Simple Process Flow



Initial checks on number of homes



Batch level checks



Operations (automated into batch form):

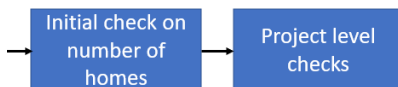
- Checks number of homes submitted in batch align across submission
- Checks total measure cost equals total archetype costs
- Checks PRS landlord contribution to costs = 33%
- Checks SH landlord contribution to costs = 50%

Outcome:

N: If any batch level checks fail, batch is automatically rejected, with reason issued

Y: If all checks are passed, move onto next stage of checks – project level checks

Project level checks



Operations (automated into batch form):

- Checks whether project has reached 50% of homes approved.
- If no, checks if social housing homes and park homes are less than 5% of total project homes.
- If yes, checks if social housing homes and park homes are less than 10% of total project homes

Outcome:

N: If any batch level checks fail, batch is automatically rejected, with reason issued

Y: If all checks are passed, move onto next stage of checks

Cumulative level checks



Operations (automated into batch form):

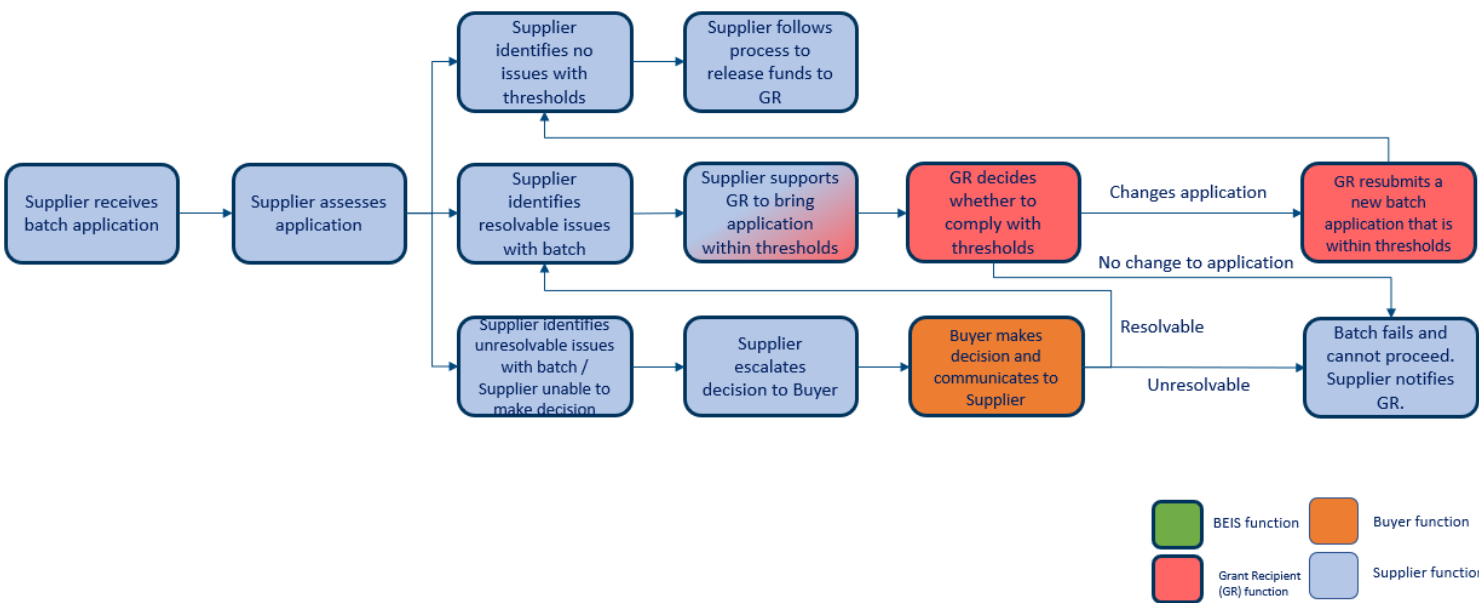
- Checks cumulative cost of Grade A measures across all approved batches and batch being assessed is above 60% minimum requirement
- Checks cumulative cost of Grade C measures across all approved batches and batch being assessed is below 10% limit
- Checks total cumulative cost of Grade B and C measures combined across all approved batches and batch being assessed is below 40% limit.
- Checks average costs per home type cumulatively across all approved batches and batch being assessed are within the cost cap bracket
- Checks average costs per measure type are cumulatively across all approved batches and batch being assessed within the benchmarks

Outcome:

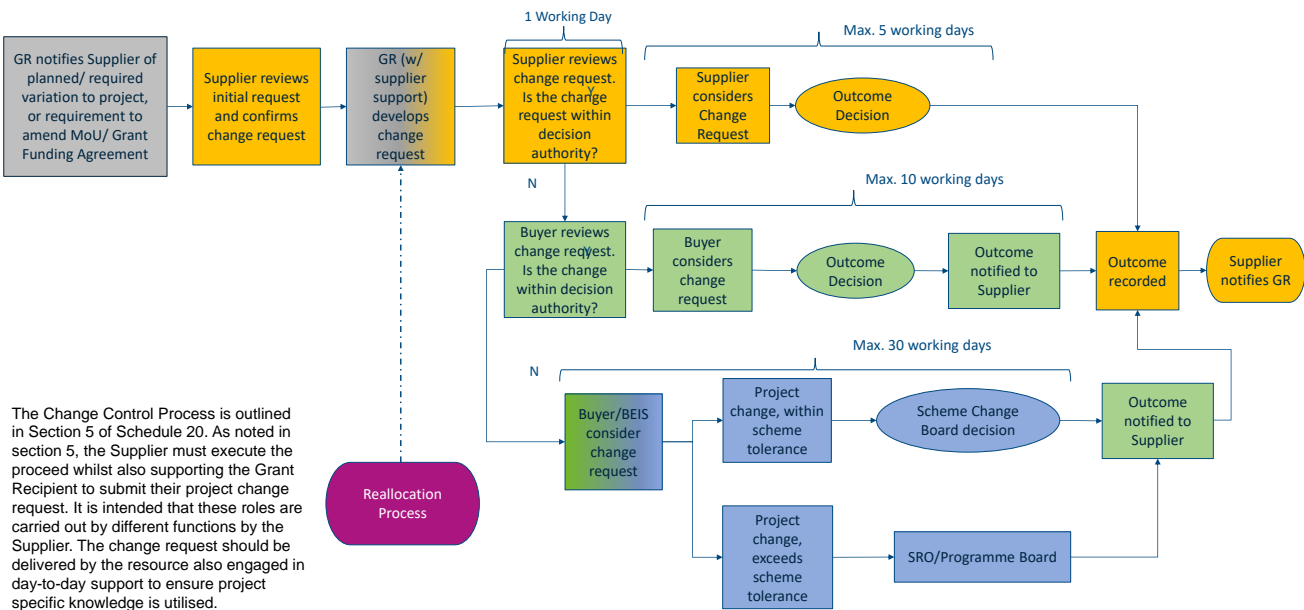
N: If any batch level checks fail, batch is automatically rejected, with reason issued

Y: If all checks are passed, the batch can be approved by DP

Annex D HUG 2 Batch Application resolution process



Annex E (Part 1) Change Control Process



KEY:



Annex E (Part 2) Change Control Form

Contract Name:	This will be ready completed in your proforma	Contract Ref. No.	Already complete after signature of contract
-----------------------	---	--------------------------	--

CHANGE NOTICE (CCN)

Initiated by:	<i>[name/ job title/ organisation] Many people might raise a change.</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register] The next number in your sequence</i>
Source of change:	<i>[Authority/ Supplier] either parties can raise a change. Its important to know which</i>	Date CCN Raised by relevant party:	<i>Tracking dates of all the stages is important</i>

STAGE 1 - Authority

Summary of proposals/ requirements	<p>This is a variation to the contract between the <i>this will be complete in your pro forma.</i></p> <p>The Terms and Conditions of the Contract apply but with the following amendments:</p> <p>List here what you propose to change</p> <p>Reason for change: <i>[change in customer requirements; savings initiative; change in law/ regulations etc]</i></p>		
Proposed payment:	<i>If there is an impact on price, how much and how will it be paid</i>		
Required delivery date, with rationale:	<i>[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]</i>		
Change authorised to be sent to other party	<i>Normally one person on each side will have authority to send CCNs to the other party. Make sure this is clear</i>		

Signature

Print Name & Position

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

If you have suggested the change, the supplier needs to fill this part in detailing his delivery details and costs (broken down below for open book contracts)

CAPITAL / IMPLEMENTATION COST

Labour

Materials

Other Costs

TOTAL:

ABORTIVE COSTS:

For major CCNs some cost is incurred even if the change is not ultimately agreed

NB: Any abortive costs to be discussed with the customer before being incurred

Anticipated period from CCN being authorised by customer to start of related provision

How long is the change process likely to take?

Anticipated implementation period, if any

How long will it take to actually perform.
Depending on the type of change, this might be the rest of the contract period

Signed (**Supplier Representative**):

An authorised person in the supplier will need to sign

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

To be clear that the supplier is ready and willing to accept the change on the terms in this form, this signature is

required

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if the Authority is not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries to supplier regarding their proposals:

Sometimes with complex changes clarification is required. This part of the form allows for this

Date:

Supplier Response

Date:

STAGE 4 - CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

CCN Withdrawn:

[Yes/ no]

By signing below, unless CCN is withdrawn, the *[Customer / Authority, as defined in the contract]* agrees to pay the

[Supplier/ Contractor, as defined in the contract] the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Change
authorised to
proceed to
implementation
(Authority):

Having completed the form the supplier returns it to you for signature	The supplier can start once this part is complete. The change is then part of the contract and you might need to amend the updated version of the contract
--	--

Signature

Print Name & Position

Date:

Annex F HUG 2 Delivery Confidence Assessment and Weightings

HUG 2 Delivery Confidence Assessment

To determine the 'RAG' status for each Delivery Confidence Assessment an assessment is to be carried out against the wording within the below table. The model Delivery Confidence Assessment works by:

- A score (1, 2 or 3) is given for each category;
- The weighted scores are calculated;
- The overall figure is calculated from the weighted scores;
- Each 'RAG' rating has a numerical range i.e. Low confidence is 50-83; medium confidence is 84-117; high confidence is 118-150.

Category	3	2	1
1. KPI Delivery	Grant Recipient is attaining green on all or almost all KPIs (≥ 5 KPIs) ($\leq 10\%$ variance permitted), forecast and actuals match up. There is no delay, and it is likely that the Project will meet its objectives.	Grant Recipient is unlikely to meet its forecasted delivery target or spend or deliver on time. Most KPIs (3-4) are amber (11-40% variance) with some KPIs slipping into red ($\geq 40\%$ variance).	Grant Recipient is significantly delayed, and it is very unlikely the Project will meet its objectives, they are significantly behind on all KPIs, and the Project has little to no chance of meeting its aims. Most KPIs (≥ 5) are red ($\geq 40\%$ variance).
2. Commercial assurance	There is no indication of future cause for concern. The Grant Recipient is confident in their contracts, suppliers, and supply chain. They are confident they will deliver to meet their financial year forecasts.	There are some commercial concerns around the Project which may not be currently reflected by the KPIs. These have likely also picked up in the risks and issues management plan and could mean that it is unlikely the Project will deliver to meet their forecasts.	It is highly unlikely the Project will deliver to meet their forecasts. There are numerous significant upcoming commercial issues with the Project which the Grant Recipient does not have capability to resolve.
3. Internal resourcing	Grant Recipient is sufficiently resourced to deliver as agreed. If there are changes to personnel (particularly the resource required as part of HUG 2), the Grant Recipient is taking steps to prevent this from impacting delivery.	Grant Recipient may be hiring new staff to fill vacancies or regularly have staff on leave. This may cause delays to operations (including reporting) and may impact delivery.	The Grant Recipient is severely under-resourced and/or do not have the required FTE specified within the MoU. The lack of resource is having a significant negative impact on delivery. The Grant Recipient are unable to acquire resources to rectify this in the short-medium term.
4. Risk	The Grant Recipient has conducted a competent risk assessment and these risks do not pose an immediate threat to delivery or pose a risk to future delivery. If there are risks, the Grant Recipient has appropriate management plans in place.	The Grant Recipient has identified a few risks which may or may not pose an imminent threat to delivery and/or pose a risk to future delivery. They have an adequate risk management plan in place already and are taking steps towards mitigation. Most key risks were identified by the Grant Recipient, but they may have failed to identify some key Project risks.	There is one or more risks that pose an immediate threat to planned delivery. The Grant Recipient may not have reported these risks themselves. The Grant Recipient has not been able to provide satisfactory mitigations (if any) or a management plan for these risks. The Supplier's Point of Contact has little confidence that the Grant Recipient has sufficient short, medium, or long-term risk planning.

5. Stakeholder relationship	Stakeholder relationship established with Grant Recipient and good engagement is taking place. Grant Recipients are upfront in disclosing issues and setbacks and there is evidence of good lines of communication between the Supplier, the Grant Recipient, Consortium members and third parties.	Grant Recipient may be slow to reply, unresponsive to emails, but this is not having a significant impact on delivery. They still attend monthly meetings and provide the Supplier with updates on the progress they have made. They can sometimes relay communications between the Supplier and third parties when necessary.	Grant Recipient is very unresponsive and does not generally engage with the Supplier's Single Point of Contact. They often miss meetings and do not respond to emails or calls from the Supplier. The Grant Recipient has been evasive and does not disclose issues on the Project, they may be deceitful and often provide misinformation to the Supplier intentionally or otherwise.
------------------------------------	---	--	--

HUG 2 Delivery Confidence Assessment Weightings

1. KPI Delivery	2. Commercial assurance	3.Internal resourcing	4. Risk	5. Stakeholder relationship established	Total
40%	25%	10%	15%	10%	100%

Annex G HUG 2 KPI's and Trigger Strategy

Table 1: HUG 2 KPI's

KPI	KPI type	Description	Data and Reporting	Performance Level Rating
1a	Eligibility	The number of validated homes (dwelling and household are eligible to receive measures) that have signed up to receive measures within the 1-month period, relative to Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk).	<div>1.) Green (acceptable): ≤ 10% variation</div> <div>2.) Amber (action required): 11% - 40% variation</div> <div>3.) Red (at risk): ≥ 41% - 100% variation</div>
1b	Eligibility	The cumulative number of validated homes (dwelling and household are eligible to receive measures) that have signed up to receive measures, relative to Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk). The Supplier: To calculate the cumulative figure to date once received data from local authority. To compare actual to forecast and analyse data.	<div>1.) Green (acceptable): ≤ 10% variation</div> <div>2.) Amber (action required): 11% - 40% variation</div> <div>3.) Red (at risk): ≥ 41% - 100% variation</div>
				2.) Amber (action required): 11% - 40% variation
				3.) Red (at risk): ≥ 41% - 100% variation
2a	Delivery	The number of validated homes within the 1-month period that have been assessed (both PAS 2035 risk assessment and dwelling assessment), had upgrades designed, agreed to by all parties (household, Grant Recipient, and Retrofit Coordinator), and coordinated by a Retrofit Coordinator, relative to Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk).	<div>1.) Green (acceptable): ≤ 10% variation</div> <div>2.) Amber (action required): 11% - 40% variation</div> <div>3.) Red (at risk): ≥ 41% - 100% variation</div>
2b	Delivery	The cumulative number of validated homes that have been assessed (both PAS 2035 risk assessment and dwelling assessment), had upgrades designed, agreed to by all parties, and coordinated by a Retrofit coordinator, relative to Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk). The Supplier: To calculate the cumulative figure to date once received data from local authority. To compare actual to forecast and analyse data.	<div>1.) Green (acceptable): ≤ 10% variation</div> <div>2.) Amber (action required): 11% - 40% variation</div> <div>3.) Red (at risk): ≥ 41% - 100% variation</div>
				2.) Amber (action required): 11% - 40% variation
				3.) Red (at risk): ≥ 41% - 100% variation
3a	Delivery	The number of homes within the 1-month period with the installation of all measures completed and signed off by the Supplier's operational manager or equivalent, relative to Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk).	<div>1.) Green (acceptable): ≤ 10% variation</div>

				2.) Amber (action required): 11% - 40% variation
				3.) Red (at risk): $\geq 41\%$ - 100% variation
3b	Delivery	The cumulative number of homes with the installation of all measures completed and signed off by the Supplier's operational manager or equivalent, relative to Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk). The Supplier: To calculate the cumulative figure to date once received data from local authority. To compare actual to forecast and analyse data.	1.) Green (acceptable): $\leq 10\%$ variation
				2.) Amber (action required): 11% - 40% variation
				3.) Red (at risk): $\geq 41\%$ - 100% variation
4	Reporting	Submission of the monthly Performance Monitoring Data Report to the Buyer by the agreed deadline.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk). The Supplier: To calculate the days late.	1.) Green (acceptable) - 0 days 2.) Amber (action required) - 1 - 2 days 3.) Red (at risk) - 3 days +
5a	Spend	Total Admin and Ancillary spend including counter fraud performance, relative to the Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk).	1.) Green (acceptable): $\leq 5\%$ variation
				2.) Amber (action required): 6% - 15% variation
				3.) Red (at risk): $\geq 16\%$ variation
5b	Spend	Total capital spend, relative to the Project forecast.	Grant Recipient responsibilities: To provide monthly report using a monthly reporting template (published on gov.uk).	1.) Green (acceptable): $\leq 5\%$ variation
				2.) Amber (action required): 6% - 15% variation
				3.) Red (at risk): $\geq 16\%$ variation

HUG 2 Trigger strategy:

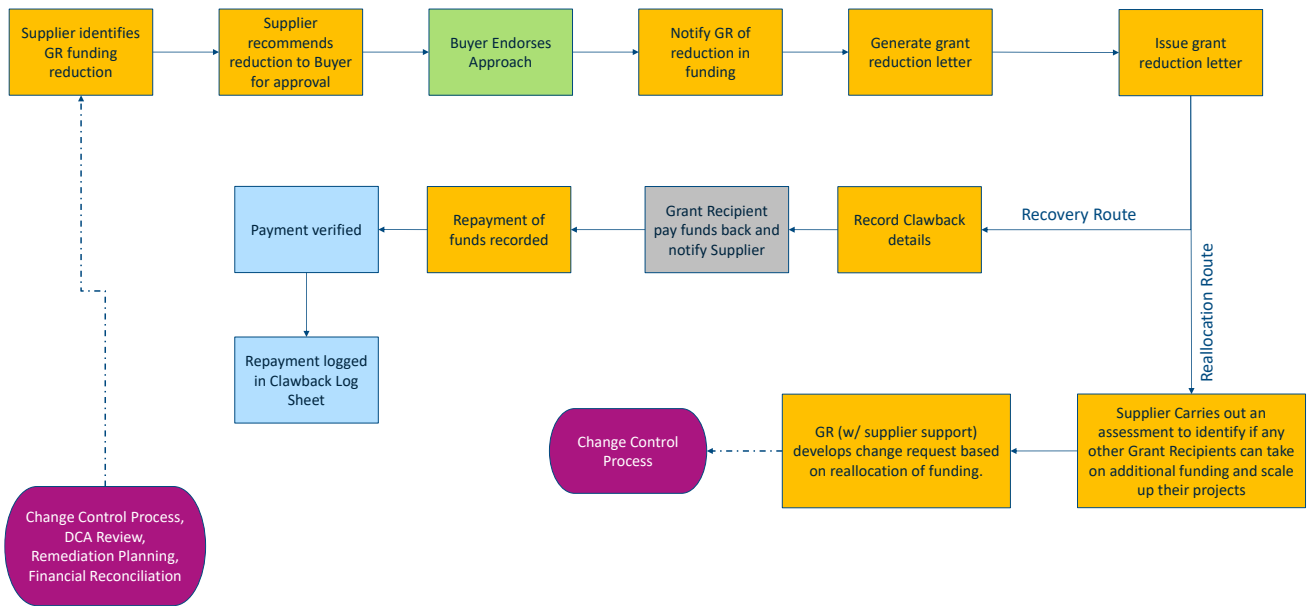
- If HUG 2 KPIs indicate underperformance against forecast (exceeding the maximum acceptable variations), the following triggers will be used:

- If any or multiple KPIs 1a, 2a, 3a, 5a, 5b remain amber for 3 consecutive months, the Supplier will assess if delivery is likely to improve, if not a Remediation Plan and/or Recovery Plan will be required
- If any or multiple KPIs 1a, 2a, 3a, 5a, 5b remain red for 2 consecutive months, the Supplier will request a Remediation Plan and/or Recovery Plan.
- If a Grant Recipient received 2 red ratings for KPI 4 within any 4-month period, the Supplier will request a Remediation Plan and/or Recovery Plan
- If four or more red KPIs are reported in any given month, the Supplier will request a Remediation Plan.
- If five or more amber KPIs are reported in any given month, the Supplier will be expected to review the reasons for the underperformance and discuss these in the next monthly meeting.
- If after the first Batch submission has been approved, the Grant Recipient does not spend any capital, or commit any capital spend after 3 months, the Supplier will request a Remediation Plan and may assess whether forecasted funds that for that financial year can be redistributed.
- Considering the housing stock submitted as part of the Batch Process, if the proportion of inactive spend (defined as the total funds allocated minus total funds spent, divided by the total funds allocated) is $\geq 40\%$ and the Grant Recipient has had two consecutive amber ratings for Batch delivery KPI, the Supplier may request a Remediation Plan and may freeze Batch submissions, approvals, and payments.

Where HUG 2 Delivery Confidence Assessment rating remains amber for 3 consecutive months or remains red for 2 consecutive months a Remediation Plan is to be developed for approval. If the overall Delivery Confidence Assessment rating remains red for 4 months an assessment will need to take place with the Buyer to determine whether improvement is likely and consider initiating a Recovery Plan (this is a plan which outlines the steps to return or recover funds either from a Subcontractor or a Consortium member to the Grant Recipient, or from the Grant Recipient):

- Grant Recipient non-attendance at 2 consecutive monthly meetings will result in an escalation to the Buyer and may result in a request for a Remediation Plan.
- Remediation and Recovery plans will be assessed on a specific and case by case basis and will be agreed between both Parties.
- The Supplier will reserve the right to request a Remediation Plan if it is deemed that a Grant Recipient's delivery performance is irregular or erratic, even if specific triggers are not breached.
- If a Remediation Plan is developed and it is determined by the Supplier during delivery of the Plan that it will not provide the necessary results, escalation to the Buyer will be required.

Annex H Reduction in Funding: Reduction, Clawback and Reallocation



KEY:

BEIS

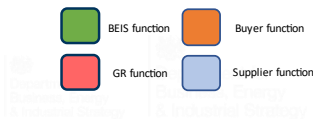
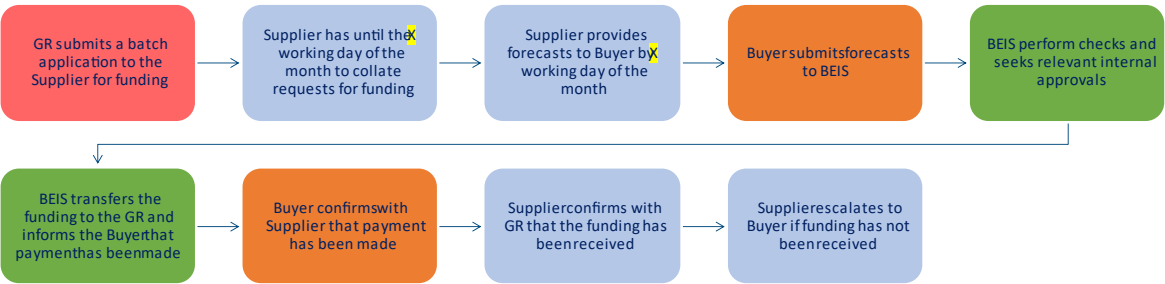
The Buyer

The Supplier

The Grant Recipient

Annex I HUG 2 Payment Process

Regular payment process post implementation



Annex J Reporting

Section or Paragraph No.	Scheme - Joint/HUG or SHDF	Report Title	Subject Matter/Contents	Source of Data	Frequency	Date of First and Ongoing (BAU) Reports
2.1	SHDF	Grant Application and EOI Tracking & Data	Report summarising Applications for SHDF Grants and EOI data	Buyer (application portal)	Twice weekly	Subsequent SHDF Competitions
2.2	SHDF	Grant Application summary	Report summarising assessment data with recommendation on bids to award	Buyer (application portal)	Following assessment of Competitions	Subsequent SHDF Competitions
2.7	SHDF	Tracking Signing	Tracker to monitor signing of legal documents	Supplier	Ad-Hoc	
8.1.1	SHDF	Annual aggregated forecast for SHDF Grant Recipients	Produce an annual report summarising the financial forecasts across SHDF Grant Recipients	Supplier	Annually	
8.1.2	SHDF	Grant Recipient financial forecast review	Produce a report to highlight where Grant Recipient spend forecasts do not align with delivery activity	Supplier	Monthly	From Supplier appointment
8.1.5	SHDF	Evidence Review and Reconciliation Report	Report highlighting issues resulting from Evidence Review	Supplier	Tri-annually	From Supplier appointment
8.1.7	SHDF	Evidence Review	Report summarising results of full evidence review as per Schedule 20	Supplier	Ad-Hoc	From first evidence
2.2	HUG 2	Payment/Invoicing - Forecasts to DESNZ central finance	The Supplier is required to provide monthly scheme-level financial forecasts (aggregating Grant Recipient funding requests) to the Buyer so that DESNZ central finance can	Supplier	Monthly	From Supplier appointment

			manage the overall DESNZ budget effectively			
2.3	HUG 2	Payment Escalation	The Supplier is required to follow up with Grant Recipients to confirm the payments have been received. The Supplier must receive written confirmation and escalate to the Buyer if payment has not been received	Supplier	Ad Hoc	April 2023 (when the Buyer expects to start to receive Delivery Assurance Checks)
2.4	HUG 2	HUG Funding Pot confirmation and pooling of approved Batches	Provide confirmation which pot of funding (restricted or unrestricted) Batches will come from	Supplier	Monthly	From Supplier on Boarding.
2.5	HUG 2	Grant Recipient Documentation Review	When requested by the Buyer, the Supplier is required to obtain evidence from the Grant Recipient relating to works carried out	Supplier	Ad Hoc	From Supplier appointment
3.4	HUG 2	Delivery Assurance Check Moderation Decisions	To prepare a recommendation for the outcome of all Delivery Assurance Checks.	Supplier	Ad Hoc	April 2023 (when the Buyer expects to start to receive Delivery Assurance Checks)
3.6	HUG 2	Batch Budget Summaries	Produce credible summary of the total cost of each Project, based on the information submitted within batches, the delivery of homes within a Project to date. Regularly report Project and Scheme level spend forecasts to DESNZ (DA or DESNZ), and identify scheme and Project level underspend and overspend,	Supplier	At each batch application.	April 2023 (when the Buyer expects to start to receive Delivery Assurance Checks)

			within agreed tolerances			
3.7	HUG 2	Escalation of Batch Applications	The Supplier is required to escalate unresolvable issues and undecided cases to the Buyer for a final decision	Supplier	Ad Hoc	April 2023 (when the Buyer expects to start to receive Delivery Assurance Checks)
3.9	HUG 2	Batch Application Approvals	Where applications meet the minimum threshold outlined in the assessment criteria, the Supplier is to approve the Batch Application and inform the Buyer of the approval so that the necessary funds can be released by DESNZ	Supplier	Ad hoc	April 2023 (when the Buyer expects to start to receive Delivery Assurance Checks)
3.10	HUG 2	HUG Batch Application Forecasting	Batch forecasting & data – Data is provided to DESNZ and the Buyer on up-to-date financial forecasts, batch applications expected to be received, pass fail rates and other important scheme level information	Supplier	Regular	From start of Batch Application submission (April 2023)
1.8	JOINT	Annual Report	Performance Management	Supplier	Annually	When the Supplier first conducts its first Annual Grant Fund Review at the beginning of a financial year
3.2	JOINT	Finalised Project Baselines	Confirm whether Project Baselines match forecasts in Outline Applications for HUG. Check Project Baseline in first data upload for SHDF against data in Grant Application	Supplier	Ad Hoc	Following initial engagement
3.2	JOINT	Initial Risk Assessment	Initial risk assessments for each Grant	Supplier	Ad Hoc	Following initial engagement

			Recipient			
7.5.2	JOINT	Risk and issues Report	The information reports must include, but is not limited to, Project-level data, Delivery Confidence Assessments, risks and issues faced by the schemes, and updates from the Supplier about their engagement with the Project	Supplier	Regularly	From Supplier appointment
3.3.4	JOINT	Project Delivery Confidence Assessments and Justification	Produce a Delivery Confidence Assessment for each Grant Recipient, and provide a text report that explains the Delivery Confidence Assessment ratings given and offers advice to improve	Supplier	Monthly	Following initial engagement
3.3.6	JOINT	Annual Grant Fund Review	Prepare all necessary information requested by the Buyer for an Annual Grant Fund Review	Supplier	Ad hoc	As requested by Buyer
3.4.1	JOINT	Remediation Plan Initial Assessment	Provide a recommendation for a Remediation Plan	Supplier	Monthly	From Supplier appointment
3.4.3	JOINT	Remediation Plan Sign Off and Agreement	Present the Remediation Plan to the Buyer and provide a statement of works and quotation	Supplier	Ad Hoc	From Supplier appointment
3.4.4	JOINT	Remediation Plan Activity Tracking	Track the progress of the Remediation Plan and manage any issues that arise during execution. Adjust Remediation Plan and obtain necessary signoffs	Supplier	Two Weekly	From Supplier appointment

4.5	JOINT	Change Control	Overview of Change Control across the Schemes	Supplier	Monthly	Following first change submission
4.7	JOINT	Escalation of Failed Remediation Plan	Escalate to the Buyer when a Remediation Plan put in a place for a struggling Applicant fails	Supplier	Ad-hoc	Following first change submission
4.7.1	JOINT	Escalation of Possible Clawback	Once the requirement to clawback has been identified, the Supplier will require endorsement from the Buyer to proceed with the process.	Supplier	Ad-hoc	From Supplier appointment
5	JOINT	Fraud	Report with overview of all instances of fraud	Supplier	Monthly	From Supplier appointment
5.6	JOINT	Fraud Escalation Report	Escalate severe fraud case(s) to the Supplier and DESNZ, where the severity (significant value, serious process failure or reputation risk) of a case or cases exceed the thresholds defined by DESNZ	Supplier	Ad Hoc	From Supplier appointment
5.7	JOINT	Recommendation for Prosecution	The Supplier will recommend for approval to the Buyer cases where prosecution may be deemed appropriate (e.g., for serious criminality). The Buyer will escalate such cases in turn to DESNZ for approval that they deem appropriate and suitable for prosecution	Supplier	Ad Hoc	From Supplier appointment
5.7	JOINT	Escalation of Debt Recovery due to Fraud/Error	The Supplier will be responsible for gathering debt related information and the process for recovery of	Supplier	Ad Hoc	From Supplier appointment

			Grants from a Grant Recipient. The Buyer will be responsible for sign-off in consultation, with DESNZ on debt cases and guidance to proceed with recovery.			
7.1.3	JOINT	Data collection system feedback and learning	Log and escalate individual requests or suggestions regarding the data collection system from Grant Recipients	Supplier	Regular	From Supplier appointment
7.2.2	JOINT	Escalation of Grant Recipient technical issues with the data collection system	Log and escalate individual technical issues Grant Recipients face with the data collection system	Supplier	Regular	From Supplier appointment
7.5.2	JOINT	Scheme level monthly report production	Produce a monthly report that provides a full overview of the performance of each Project and each of the wider Schemes	Supplier	Monthly	From first Project report cycle
11	JOINT	Social Value Reports	Record and report performance against the social value requirements	Supplier	Ad Hoc	From Supplier appointment
	JOINT	Contract KPIs & SLAs as per schedule 14 and x. Giving Order Contract overall risks and issue to meeting service requirements delivering the outcomes required.	Relating to DPS Contract schedules.	Supplier	Monthly	From Supplier appointment

Annex K – KPI's

Category	KPI	Measure	Target	Frequency
Strategic	Scheme Delivery	Portfolio of measures deployed into homes compared to the planned portfolio at total Scheme level for SHDF and HUG 2.	Deployed portfolio parameters within +/-5% of planned portfolio parameters for each Scheme.	SHDF: Every 4 months HUG 2: Quarterly
		Portfolio of measures defined as: the number of homes, % distribution of A, B and C type measures, % distribution of EPC ratings post-installation of measures and (for HUG 2 only) % split between Restricted (Rural only) and Unrestricted (Rural and Urban).		
		Cumulative Grant Recipient invoiced spend compared to year-to-date budget per annum for each Scheme.		
	Social Value	Delivery of Supplier's approved Social Value plan.	Plan being delivered as defined.	Every 4 months (SHDF) Quarterly (HUG 2) Bi-annual
Finance	Supplier Spend	Cumulative invoiced Supplier spend compared to approved phased budget.	Cumulative invoiced spend within +/-5% of phased budget.	Quarterly
	Fraud Prevention	Cumulative number of fraud checks executed and closed out compared to the approved Fraud Management Plan.	Cumulative number of fraud checks is aligned to the Fraud Management Plan. Investigations – no target, number is monitored.	Monthly
		Cumulative number of fraud incidents that have been escalated.	No target - number is monitored.	Monthly

	Remediation Planning	Cumulative number of Recovery Plans per month as a trend for each Scheme.	No target – number is monitored.	Quarterly
	Quality Survey	All Grant Recipients asked by the Buyer for feedback via a quality survey. Key question – are you satisfied with the Deliver Partner? 1 – extremely unsatisfied 2 - unsatisfied 3 – neither dissatisfied or satisfied 4 - satisfied 5 - extremely satisfied.	The response average will be considered for the Service Level with an expectation of 3 or above.	Quarterly and upon completion of SHDF Competition rounds
Relationship	Buyer/Seller Relationship Management	Participation in and timely, comprehensive and accurate submission of management reports to Buyer / Supplier governance meetings defined in Order Schedule 15 (Order Contract Management).	Content to satisfaction of Chair of each meeting panel.	Quarterly
		Actions closed from quarterly review of the Buyer/Supplier relationship undertaken in the Operational Board.	All actions completed before or on dates agreed.	Quarterly
	Complaints Procedure	Percentage of Grant Recipient complaints settled by the Supplier before a complainant remains dissatisfied, and the Supplier must arrange for this complaint to be independently investigated.	At least 90%.	Monthly
	Continuous Improvement	Evidence that Supplier has identified opportunities for Continuous Improvement, is regularly engaging with the Buyer and submitting Continuous Improvement Plans to the Buyer at the required frequency.	Evidence of opportunity identification and reviews is monitored – no target. Continuous Improvement Plans required within every year that the contract is	Quarterly Annually

			extended.	
--	--	--	-----------	--